

In the matter of the name : No. 8204 Equity.  
of : In the Circuit Court For  
Jack "H" Beauchamp : Anne Arundel County.

Mr. Clerk:-

Please file, etc.

Roscoe C. Rowe,  
Solicitor for Petitioner.

Petition to change name -- Filed June 3rd., 1941.

To the honorabe the Judge of said Court:-

The petition of Jack "H" Beauchamp, on his behalf, respectfully shows:-

First: That he was born in lawful wedlock to Marie Maurine Lewis, the former wife of Jasper Beauchamp from whom she was divorced, and awarded the custody of the Jack "H" Beauchamp.

Second: That the said Marie Maurine Lewis has since intermarried with one Herbert Lewis, with whom your petitioner has resided since 1929 and whose name your petitioner has assumed, namely, the name of Jack "H" Lewis.

Third: That the said Jack "H" Beauchamp, is now living and has during his minority been in the suctody of the said Marie Maurine Lewis and Herbert Lewis, and accordingly for the sake of convenience and for social reasons has used the adopted name of Jack "H" Lewis.

Fourth: That the said Jack "H". Beauchamp, and Marine Maurine Lewis his mother, and Herbert Lewis, all desire that his name shall be in law Jack "H" Lewis, and that such change will be to his interest and advantage.

To the end therefore:-

(1) That a decree be passed whereby the name of your petitioner, Jack "H" Beauchamp, shall be in law Jack "H" Lewis.

(2) And for such other and further relief as the nature of the case may require.

And as in duty bound.

Roscoe C. Rowe  
Solicitor for Petitioner.

Jack "H" Beauchamp  
Marie Maurine Lewis  
Herbert Lewis.

State of Maryland, Anne Arundel County, to wit:-

I hereby certify, that on this 2nd day of June 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Jack "H" Beauchamp, Marie Maurine Lewis and Herbert Lewis, and they did each make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide therein as stated, to the best of their knowledge information and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Mary L. DiMaggio  
Notary Public.

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, it is this 3rd day of June, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered and Decreed, that

the name of Jack "H" Beauchamp, be and the same is hereby changed in law to, and the same shall hereafter be in law, Jack "H" Lewis.

And it is further ordered that the Petitioner shall pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

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|--|---|--------------------------|
| In The Matter of the Petition of Alexander | : | No. 8214 Equity.         |
| Joseph Valatka, an adult, Lena Valatka, an | : | In The Circuit Court For |
| adult, and Alexander Joseph Valatka on be- | : | Anne Arundel County.     |
| half of Alexander Joseph Valatka, Jr., his | : |                          |
| infant child.                              | : |                          |

Petition & Affidavit -- Filed July 1st. 1941.

To The Honorable, The Judges Of Said Court:

The Petition of Alexander Joseph Valatka, an adult, Lena Valatka, an adult, and Alexander Joseph Valatka on behalf of Alexander Joseph Valatka, Jr., his infant child, respectfully represent unto Your Honors:

1. That they reside at Hanover Post Office, in Anne Arundel County, in the State of Maryland. That Alexander Joseph Valatka and Lena Valatka are each more than twenty-one years old, that they are married, and that Alexander Joseph Valatka, Jr., is their only child, and is now five years old, and that this Petition in so far as he is concerned is filed on his behalf by his father and next friend, Alexander Joseph Valatka.

2. That for a long time prior hereto the said Petitioners have been known among their friends and acquaintances as Alexander Joseph Walker, Lena Walker and Alexander Joseph Walker, Jr., his father having used that sur-name, and that they now desire that their names be changed from Alexander Joseph Valatka, Lena Valatka, and Alexander Joseph Valatka, Jr., respectively, to Alexander Joseph Walker, Lena Walker, and Alexander Joseph Walker, Jr. respectively; for the reason that the names which they wish as aforesaid are more euphonious than the names which they now bear, and is the name by which they have each been known for a long time past.

Your Petitioners, therefore, pray that their names may be changed to Alexander Joseph Walker, Lena Walker and Alexander Joseph Walker, Jr., respectively.

Albert J. Goodman  
Edwin J. Wolf  
Solicitors for Petitioners

Alexander Joseph Valatka  
Lena Valatka  
Alexander Joseph Valatka  
Father of Alexander Joseph Valatka, Jr.,  
on behalf of said infant.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 26th day of June, 1941, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared Alexander Joseph Valatka and Lena Valatka, and they made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of their information, knowledge and belief.

As witness my hand and Notarial Seal.

(Notarial Seal) Anne R. Heyman  
Notary Public.

Decree -- Filed July 1, 1941

Upon consideration of the foregoing petition and affidavit, it is this 1st day of July, 1941, by the Circuit Court for Anne Arundel County in equity adjudged, ordered and decreed that the names of Alexander Joseph Valatka, Lena Valatka and Alexander Joseph Valatka, Jr., of Anne Arundel County and State of Maryland, be and they are hereby changed from Alexander Joseph Valatka to Alexander Joseph Walker, and from Lena Valatka to Lena Walker, and from Alexander Joseph Valatka, Jr., to Alexander Joseph Walker, Jr., as prayed in said petition.

And it is further adjudged, ordered and decreed that the petitioners pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, A. J.

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|                           |   |                          |
|---------------------------|---|--------------------------|
| Ex Parte                  | : | No. 8220 Equity.         |
| In The Matter of          | : | In The Circuit Court For |
| Dorothy V. Link, an adult | : | Anne Arundel County.     |

Petition and Order for Adoption and Change of Name -- Filed July 21st., 1941.

To The Honorable, The Judge of Said Court:

The Petition of A. G. Pohlman and Eleanor Pohlman, his wife, respectfully represents unto your Honor.

1. Your Petitioners were married on the 22nd day of June, 1934, in the City of Annapolis, Anne Arundel County, State of Maryland, by religious ceremony and haved lived together as husband and wife ever since.

2. That your Petitioner, Eleanor Pohlman, is the mother of the said Dorothy V. Link and that the said Dorothy V. Link  
/has been under the care and custody of your Petitioner since her birth on July 20, 1919.

3. That your Petitioner, A. G. Pohlman, since his marriage to the said Dorothy V. Link's mother on June 22, 1934, has taken care of the said adult since her twenty-first birthday, as well as when she was an infant; and that he is still willing and financially able to care for said adult and desires so to do.

4. That during the time that the said Dorothy V. Link has been in the care and under the protection of your Petitioners, she has always been treated as their own child in training, association and rearing, without any interference or opposition from any source and has so endeared herself to your Petitioners and they are anxious and willing to adopt her.

5. That the said Dorothy V. Link reached her twenty-first birthday on July 20, 1940, and that she is acquainted with the desire of your Petitioners to adopt her and she is willing to be so adopted.

TO THE END THEREFORE,

Wherefore your Petitioners by and under authority of Chapter 172, page 295 of the Laws of Maryland, passed in the regular session of the Legislature in 1937, pray:

1. That this Court may pass an Order decreeing said Dorothy V. Link the legally adopted daughter of the said Petitioners, and that her name be changed to Thelma Virginia Lee Pohlman

That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

William W. Townshend, Jr.  
Solicitor for Petitioners.

A. G. Pohlman  
Eleanor Pohlman

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 21st day of July, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared A. G. Pohlman and Eleanor Pohlman, his wife, Petitioners aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and belief.

Witness my hand and seal notarial.

(Notarial Seal) William W. Townshend, Jr.  
Notary Public.

To The Honorable, The Judge of Said Court:

I, Dorothy V. Link, of Anne Arundel County, State of Maryland, do hereby assert that I am twenty-two years of age and that I have read the foregoing Petition wherein it is prayed that I become the legally adopted daughter of A. G. Pohlman and Eleanor Pohlman, his wife, (my mother) and that my name be changed from Dorothy V. Link to Thelma Virginia Lee Pohlman.

I Hereby Consent to the relief prayed for in said Petition and respectfully request this Honorable Court to grant such an Order.

And as in duty bound, etc.

Dorothy V. Link.

ORDER OF COURT.

Upon The Foregoing Petition and Affidavit, Consent of Dorothy V. Link, an adult, and after fully considering all matters and facts as set forth in the Petition with Exhibit attached thereto, it is on this 22 day of July, 1941, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that Dorothy V. Link be and she is hereby adopted and declared to be the legally adopted child of A. G. Pohlman and Eleanor Pohlman, his wife, as prayed in said Petition, and that the name of the said Dorothy V. Link be, and the same is hereby changed from Dorothy V. Link to Thelma Virginia Lee Pohlman; and it is further Ordered that your Petitioners pay the costs of these proceedings to be taxed by the Clerk of Court.

Ridgely P. Melvin, A. J.



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|----------------------|---|--------------------------|
| In the Matter of the | : | No. 8222 Equity.         |
| Adoption of          | : | In The Circuit Court For |
| Severna Gay Hall.    | : | Anne Arundel County.     |

Mr. Clerk:-

Please file and lay before the Court.

George B. Woelfel

Solicitor for Petitioners

Petition of Chas. Karalis & Lillian Karalis to adopt infant and consent of parents to said adoption & Decree of Court thereon. -- Filed July 22" 1941.

To the Honorable, the Judge of said Court:

The petition of Charles Karalis and Lillian Karalis, his wife, respectfully shows:

1. That heretofore, to wit: On the 28th day of October, in the year 1924, your Petitioners were legally married in the City of Fitchburg, Massachusetts, by a duly ordained minister of the Gospel and for that during the past fifteen years they have resided together as man and wife in the City of Annapolis, Maryland.

2. That one of your Petitioners, to wit: Charles Karalis is a one-fifth owner in the partnership known as the "Presto Lunch-Grill and Hotel" and has adequate means wherewith to support the said infant Severna Gay Hall in event this Honorable Court permits him to adopt said child whereas his wife is a housewife and has been such since their marriage.

3. That since the aforesaid marriage the Almighty has not seen fit to bless your Petitioners with any children but at the time of his marriage one of your Petitioners, to wit: Lillian Karalis had two children by a former marriage one of which being Roberta Nims had her name changed to Roberta Karalis, in view of the fact that he had supported and raised her, by order of this Honorable Court dated February 24th, 1936. Ex

4. That the said child Roberta Karalis, who is the step-daughter of Charles Karalis and whose name was changed as aforesaid, married one Frank Hall in Sanarac Lake, New York, and as a result of the said marriage there was born to his stepdaughter and the daughter of your other Petitioner one child, to wit: Severna Gay Hall whose age is two years, she having been born on the 16th day of August, 1938. That the father of the said infant abandoned and deserted the stepdaughter and daughter of your Petitioners when the said infant child was one month old and has not supported the said child since that time.

5. That the said infant Severna Gay Hall is now and has for the past two years lived with your Petitioners together with her mother and has been entirely dependent upon your Petitioners for her support and maintenance.

6. That your Petitioners are now eager and anxious to adopt the aforesaid infant and have her declared to be their legally adopted child and that the child's name be changed to that of Severna Gay Karalis.

Wherefore, your Petitioners, pray:

1. That a decree may be passed by this Honorable Court declaring the said Severna Gay Hall to be the legally adopted daughter of Charles Karalis and Lillian Karalis, his wife, with all the rights and privileges afforded such adopted daughter as the laws of the State of Maryland make and provide.

2. That the infant's name be changed to Severna Gay Karalis.

3. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel,  
Solicitor for Petitioners.

Charles Karalis  
Lillian Karalis,  
Petitioners.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 24th day of June, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles Karalis and Lillian Karalis, his wife, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,  
Notary Public.

We, the undersigned Roberta Karalis Hall and Frank Hall, her husband, the father and mother of the aforesaid infant, do hereby certify that we consent to the adoption aforesaid.

Roberta Karalis Hall  
Frank Hall

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 24th day of June, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roberta Karalis Hall who acknowledged the foregoing consent to the adoption of her child to be her voluntary act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff,  
Notary Public.

State of New York, Franklin County, to wit:

I hereby certify that upon this 21st day of July, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frank Hall who acknowledged the foregoing consent to the adoption of his child to be his voluntary act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) Julius Roman

Notary Public.  
Notary Public, Kings Co. No. 160 Reg. No. 2183  
Cert. Filed in Queens Co. No. 436 Reg. No. 2282  
Commission Expires March 30, 1942.

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing to the Court that the petition of Charles Karalis and Lillian Karalis, his wife, for the adoption of the child is in good order and that her parents have duly assented to the adoption as prayed, and it further appearing that the said child is an infant and is too young to signify her consent to the adoption;

It is thereupon this 24th day of July, in the year 1941, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that Severna Gay Hall be, and she is hereby declared to be the adopted child of Charles Karalis and Lillian Karalis, his wife, with all the rights and privileges afforded her, the said Severna Gay Hall, by the laws of the State of Maryland in such cases made and provided as they now exist or may hereinafter be enacted.

And it is further Adjudged, Ordered and Decreed by the authority aforesaid that the name of Severna Gay Hall be, and the same is hereby changed to Severna Gay Karalis.

And it is further Ordered that the Petitioners pay the costs of this proceedings.

Ridgely P. Melvin, Judge.

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In the Matter of the Sale of the Mortgag-:

No. 8128 Equity.

ed Real Estate of Leo Marks and Virginia :

In The Circuit Court For

Marks, his wife. :

Anne Arundel County.

For previous reference see J. H. H. No. 51, Folio 450 to 457 inc.

Petition to appoint J. Oliver Clark, trustee to convey property to purchaser and order of Court thereon -- Filed 27<sup>th</sup> August 1941.

To the Honorable, the Judge of said Court:

The Petition of George B. Woelfel respectfully shows:

1. That he was the Assignee of the mortgage in these proceedings forclosed and that he purchased said property at public sale in order to protect his mortgage in accordance with Art. 66 Sec. 14 thereof.

2. That the said sale has been duly reported to this Honorable Court and has been by the aforesaid Court confirmed and the purchase money has been fully paid, nevertheless, your Petitioner omitted to have the Court in confirming the said sale and in its order of ratification appoint a trustee to convey the property to your Petitioner.

Wherefore your Petitioner prays:

1. That a trustee may be appointed to convey the property to your Petitioner.

And as in duty bound, etc.

George B. Woelfel, Petitioner.

ORDER OF COURT.

Upon the foregoing petition, it is this 29th day of August, 1941, by the Circuit Court for Anne Arundel County, in Equity, Ordered that J. Oliver Clark be, and he is hereby appointed trustee to execute unto George B. Woelfel a deed conveying all the right, title, interest and estate of the said Leo Marks and Virginia Marks, his wife, or those claiming by, from or under them, or either of them, in and to all that lot or parcel of ground in the mortgage dated November 19th, 1934, described.

And it is further ordered that this Order be made a part of the order of the final

ratification of the sale nunc pro tunc.

Ridgely P. Melvin, Judge.

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|---------------------------------------|---|--------------------------|
| J. Oliver Clark, Assignee             | : | No. 8143 Equity.         |
| VS.                                   | : | In The Circuit Court For |
| Robert L. Mueller and Helen MacKinnon | : | Anne Arundel County.     |
| Mueller, his wife.                    |   |                          |

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage and the within affidavit (Plaintiff's Exhibit No. 2), the said Helen MacKinnon, the present owner of the mortgaged property, having acquired said property through the death of her husband, the said Robert L. Mueller, and the said Helen MacKinnon Mueller is not now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor has she been in such service within three months prior hereto, which will appear from the within affidavit.

J. Oliver Clark, Assignee.

Order to Docket Suit, Original Mortgage and Affidavit as to Military Status

Filed Feby. 17th., 1941.

*Ex* This Mortgage, made this 4th day of January, in the year Nineteen hundred and Thirty-four, by and between Robert L. Mueller and Helen MacKinnon Mueller, his wife, of Anne Arundel County, in the State of Maryland, of the first part, Mortgagors, and the Home Owners' Loan Corporation, of the second part, Mortgagee.

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of three thousand two hundred eighty Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagors have made and passed unto the said Mortgagee their joint and several promissory note of even date herewith for said sum of three thousand two hundred eighty Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington, D. C., or to its successors and assigns, in monthly instalments of \$25.93 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the said mortgagors to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagors to pay the sum of \$13.66 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagor, provided all other conditions and covenants in said note and herein on the part of the said mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be \$30.34 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and Whereas, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any

instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said mortgagors are desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the said mortgagors do hereby grant and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those two lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are more particularly described as follows:

Beginning for the same on the North side of Second Avenue a distance of 291.66 feet Westerly from the corner formed by the intersection of the West side of Broadview Avenue, said point of beginning being at the Southwest corner of Lot No. 16 of Section "B" on the Plat of Cromwell's Manor which said plat is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. ----- No. 2, folio 72, and running thence Westerly on the North side of Second Avenue 50 feet to lot No. 19 of Section "B" on the aforesaid plat; thence Northerly at right angles to Second Avenue, and binding on said Lot No. 19, 150 feet to lot No. 85 on said plat; thence Easterly parallel with Second Avenue and binding on Lot 85 and Lot 86, 50 feet to Lot No. 16 and thence Southerly, binding on Lot No. 16, 150 feet to the place of beginning.

Being known as Lots 17 and 18 Section "B" on the Plat of Cromwell's Manor recorded among the Land Records of A. A. Co. as aforesaid. Being the same lots of ground which were conveyed to the J. F. Johnson Lumber Company, by deed from Edgar S. Warfield and wife dated September 20, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 45, folio 133.

Being also the same two lots of ground which were conveyed to the said Robert L. Mueller and Helen MacKinnon Mueller, his wife, by deed from J. F. Johnson Lumber Company dated January 4, 1934, and intended to be recorded immediately prior hereto among the said land records. This mortgage is given as part of the purchase price of the within described property.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

Provided that if the said Mortgagors shall pay or cause to be paid the aforesaid mortgage debt and all interest thereon accrued, when and as the same may be due and payable, and shall per-

form all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, but not thereafter, the mortgagors shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said mortgagors do hereby covenant to pay when legally demandable, and the said mortgagors do further covenant and agree that they shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

And said mortgagors further covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, because of the failure on the part of the said mortgagors to perform, comply with and abide by each and every the stipulations, agreements conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per cent per annum.

And the said mortgagors further covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty, under a mortgage clause in the form approved by said Corporation, with insurers and to an amount approved by the Corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said mortgagors further covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagors herein hereby assign to Home Owners' Loan Corporation any and all rents on the premises herein described and authorize said Corporation, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for

the account of the Mortgagors as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the mortgagors cease to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said mortgagors or either of them, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be foreclosed and the property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured given by the Corporation shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The said mortgagors bind themselves not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

And in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Lo-

cal Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagors, or to whomever may be entitled to the same.

And the said Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Lansdale G. Sasscer, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test:

Ruby W. Chaney.

Robert L. Mueller (Seal)

Helen MacKinnon Mueller (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 4th day of January, in the year Nineteen Hundred and Thirty four, before me, a Notary Public of the State of Maryland, in and for Anne Arundel Co. personally appeared Robert L. Mueller & Helen MacKinnon Mueller, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Herbert W. Reichelt Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.



Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney

My commission expires the 6th day of May 1935.

Notary Public.

For Value Received, Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 31st day of January, 1941.

Witness:

(Corporate Seal)

Charles B. Lyddane

Edward C. Golder

Regional Treasurer.

Received for Record 17 day of Feby., 1941, at 2-45 o'clock P. M. and the same day recorded in Liber F. S. R. No. 122, Fol. 148, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Plaintiff's Exhibit No. 2

Affidavit Showing Military Status

(for use at time of commencement of foreclosure proceedings)

State of Maryland Anne Arundel County, to wit:

On this 15 day of February, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said:

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Helen MacKinnon Mueller is the owner of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that Robert L. Mueller died within the past several years and that Helen MacKinnon Mueller, his wife, the present owner of said mortgaged property, is approximately 38 years of age and is employed in the tailoring industry, now residing at 2517 Hamilton Avenue, Baltimore, Maryland, and that said owner is not now, in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor have they been in such service within three months prior hereto.

J. Oliver Clark, Affiant.

Sworn to, acknowledged and subscribed to  
before me the day and year first above written.

Margaret E. Branzell, (Notarial Seal)

Notary Public.

My commission expires May 5th., 1941.

J. Oliver Clark, Assignee

No. 8143 Equity.

VS.

Robert L. Mueller and Helen M. Mueller, his wife.

In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim.-- Filed Feby. 25" 1941.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

Loan 18-4-c-89

Date of Loan

1-4-34

Original Amount of Loan

\$3280.00

Advances:

1939 State and County Taxes

57.15

|                                     |              |           |
|-------------------------------------|--------------|-----------|
| To Amount brought forward           |              | \$3337.15 |
| 1940 State and County Taxes         |              | 58.61     |
| 1940 Water and Sewer Charge         | \$13.00      |           |
| Paid from Tax Account               | <u>13.00</u> | .00       |
| Total of Original Loan and Advances |              | 3395.76   |
| Applied to Principal                |              | 732.25    |
| Principal Balance Due               |              | 2663.51   |
| Unpaid Interest due as of           | 2-28-41      | 45.47     |
| TOTAL AMOUNT DUE                    | 2-28-41      | 2708.98   |

George R. Davis,

Deputy, Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 24th day of Feb. in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder,  
Notary Public.

J. Oliver Clark, Assignee

No. 8143 Equity.

VS.

In The Circuit Court For

Robert L. Mueller and Helen MacKinnon Mueller, his wife.

Anne Arundel County.

Bond --Filed & Approved this 27th day of Feb. 1941. John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents:

That we, J. Oliver Clark, Annapolis, Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and 00/100 (\$1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of February in the year of our Lord nineteen hundred and forty-one.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Robert L. Mueller and Helen MacKinnon Mueller, his wife to Home Owners' Loan Corporation bearing date the 4th day of January 1934 and recorded among the mortgage records of Anne Arundel County in Liber W. M. B. No. 122 Folio 145 and duly assigned of record is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden J. Oliver Clark

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Oliver Clark has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered

J. Oliver Clark (Seal)

in the presence of

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Margaret E. Branzell

By E. V. Shockley,

As to Surety:

Attorney-in-Fact.

I. Grant

J. Oliver Clark, Assignee

No. 8143 Equity.

VS.

In The Circuit Court For

Robert L. Mueller and Helen MacKinnon Mueller, his wife.

Anne Arundel County.

Assignee's Report of Sale and Affidavit -- Filed March 4" 1941.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Robert L. Mueller and Helen MacKinnon Mueller, his wife, dated the 4th day of January, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 122 folio 145, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, February 28th, 1941 at 11 o'clock A. M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Twenty-seven Hundred Dollars (\$2700.00), it being at that figure the highest bidder therefor, the said property being the following:

All those two lots of ground in the Fifth Election District of Anne Arundel County, Maryland, which are more particularly described as follows:

Beginning for the same on the North side of Second Avenue a distance of 291.66 feet Westerly from the corner formed by the intersection of the West side of Broadview Avenue, said point of beginning being at the Southwest corner of Lot No. 16 of Section "B" on the Plat of Cromwell's Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 72, and running thence Westerly on the North side of Second Avenue 50 feet to Lot No. 19 of Section "B" on the aforesaid plat; thence Northerly at right angles to Second Avenue, and binding on said Lot No. 19, 150 feet to Lot No. 85 on said plat; thence Easterly parallel with Second Avenue and binding on Lot 85 and Lot 86, 50 feet to Lot No. 16, and thence Southerly binding on Lot No. 16, 150 feet to the place of beginning.

Being known as Lots 17 and 18 Section "B" on the Plat of Cromwell's Manor, recorded among the Land Records of Anne Arundel County as aforesaid.

Being the same lots of ground which were conveyed to The J. F. Johnson Lumber Company, by deed from Edgar S. Warfield and wife, dated September 20, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 45 folio 133.

Being also the same two lots which were conveyed to the said Robert L. Mueller and wife by deed from The J. F. Johnson Lumber Company dated January 4, 1934, and recorded among said Land Records.

Improvements consist of 1 story frame dwelling containing 6 rooms and 1 bath. Garage.

(2). And the said Assignee further reports that he has received from the purchaser the deposit of Three Hundred Dollars (\$300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of \$300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale.

Taxes and insurance to be adjusted as of the date of this sale.

(3). And that the said Helen MacKinnon Mueller, the present owner of the said mortgaged property, having acquired said property through the death of her husband, the said Robert L. Mueller, was not in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 at the time of said sale, nor was she in such service within the period of three months prior thereto, which will appear from an affidavit marked "Plaintiff's Exhibit No. 3", and filed herewith as a part of this Report of Sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 3rd. day of March, 1941, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell  
Notary Public.

ORDER NISI.

Ordered, this 4th day of March, 1941, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 5th., day of April, 1941; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 5th., day of April, 1941.

The Report states the amount of sale to be Twenty-seven Hundred Dollars.

John H. Hopkins, 3rd.,

Clerk.

## Certificate of Publication

Annapolis, Md., March 31, 1941

We hereby certify, that the annexed Order Nisi - Sale - Robert L. Mueller was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of April, 1941. The first insertion being made the 6th day of March, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 14th day of April, 1941, that the sale made and reported by J. Oliver Clark, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

## PLAINTIFF'S EXHIBIT NO. 3

Affidavit Showing Military Status (to be filed with Report of Sale of mortgaged property) State of Maryland, Anne Arundel County, to wit:

On this 3rd day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark, who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Helen MacKinnon Mueller was the owner of the mortgaged property referred to in the accompanying Report of Sale at the time of said sale; and upon diligent inquiry it has been found that Robert MacKinnon Mueller died within the past several years and that Helen MacKinnon Mueller, his wife, the present owner of the said property, is approximately 38 years of age, she being the widow of the said Robert L. Mueller, and that she is employed in the tailoring industry and now resides at 2517 Hamilton Avenue, Baltimore, Maryland, and that said owner was not in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, at the time of said sale; nor was she in such service within the period of three months prior thereto.

Sworn to, acknowledged and subscribed  
before me the day and year first above written.

J. Oliver Clark,  
Affiant.

Margaret E. Branzell (Notarial Seal)  
Notary Public.

My Commission Expires May 5th., 1941.

J. Oliver Clark, Assignee

vs.

Robert L. Mueller and Wife

No. 8143 Equity.

In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed April 25" 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. J. Oliver Clark, Assignee, vs. Robert L. Mueller and Wife in ac. with J. Oliver Clark, Assignee.

|  |         |         |
|--|---------|---------|
| To Assignee for fee in lieu of commissions | \$50.00 | \$50.00 |
|--|---------|---------|

To Assignee for Court costs, viz:

|                        |             |       |
|------------------------|-------------|-------|
| Clerk of Court - costs | 24.75       |       |
| Auditor                | <u>9.00</u> | 33.75 |

To Assignee for Expenses, viz:

|   |             |       |
|---|-------------|-------|
| Capital-Gazette Press - advertising sale              | 27.00       |       |
| Capital-Gazette Press - handbills                     | 4.75        |       |
| Capital-Gazette Press - order nisi on report of sale  | 5.00        |       |
| Capital-Gazette Press - order nisi on auditor's acct. | 5.00        |       |
| Fidelity & Deposit Co. of Md. - bond                  | 10.00       |       |
| George W. Scible - auctioneer                         | 10.00       |       |
| Margaret E. Branzell - notary fee                     | .50         |       |
| One-half Federal revenue stamps                       | 1.65        |       |
| One-half State revenue stamps                         | <u>1.35</u> | 65.25 |

To Assignee for Taxes, viz:

|   |      |
|---|------|
| 1941 State and County taxes (\$58.62-adj) | 9.45 |
|---|------|

To Assignee for Benefit Charges, viz:

|  |      |
|--|------|
| Anne Arundel Co. Sanitary Comm. - 1941     |      |
| water & sewer benefit charge (\$13.00-adj) | 2.09 |

To Home Owners Loan Corporation, mortgagee-

|  |                   |
|--|-------------------|
| this balance on account mortgage claim | <u>2,539.46</u>   |
|  | <u>\$2,700.00</u> |

|                                       |                 |
|---------------------------------------|-----------------|
| Amount of mortgage claim filed        | \$2,708.98      |
| Cr. Amount allowed as above           | <u>2,539.46</u> |
| Balance subject to decree in personam | \$ 169.52       |

|                   |                  |                   |
|-------------------|------------------|-------------------|
| Cr. Feb. 28, 1941 | Proceeds of Sale | <u>\$2,700.00</u> |
|-------------------|------------------|-------------------|

ORDER NISI.

Ordered, This 25th day of April, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratfied and Confirmed, unless cause to the contrary be shown on or before the 26th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th. day of May next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., June 4, 1941

We hereby certify, that the annexed Order Nisi - Clark vs. Mueller 8143 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of May, 1941. The first insertion being made the --- 1st day of May, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 9th day of July, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received..

Ridgely P. Melvin, Judge.

|   |   |                          |
|---|---|--------------------------|
| Maurice Ogle, Individually, and as            | : | No. 8180 Equity.         |
| Guardian For Maurice Chapman Ogle, an Infant, | : | In The Circuit Court For |
| Plaintiff                                     | : | Anne Arundel County.     |
| VS.   | : |                          |
| Maurice Chapman Ogle, Defendant.              | : |                          |

Petition For Authority to Execute Certain Leases On Behalf of Maurice Chapman Ogle, an Infant. --Filed May 1st., 1941.

To The Honorable, The Judges of Said Court:

The petition of Maurice Ogle, individually, and as guardian for Maurice Chapman Ogle, as infant, respectfully shows:

1. That under the Last Will and Testament of his wife, Amy Werntz Ogle, who died on March 1, 1940, he became vested with a life estate in and to a certain tract or parcel of ground known as Peninsula Farm located in the Third Election District of Anne Arundel County, with a contingent remainder thereto in his son, Maurice Chapman Ogle.

Item 8 of said Will provides as follows:

"I give, devise and bequeath unto my husband, Maurice Ogle, for the term of his natural life, the farm situate on the Magothy River, which I acquired under the Will of Robert L. Werntz, known as the Gardner Farm, now called Peninsular Farm, together with everything on said farm, situate in Anne Arundel County, including my horses and all crops and equipment of every kind used in connection with said farm, as well as all household furniture and personal property of every nature, located on said farm, whether located in my country home or in any of the cottages thereon, also all leasehold interests of every description, and from and immediately after his decease to my son, Maurice Chapman Ogle, the aforementioned farm, with all stock, implements, household furniture, leasehold interests of every description, and all things to be found thereon, absolutely, except my ANTIQUE FURNITURE, located in the country home, which I now occupy, which after my husband's death, I desire the said Antique Furniture to be divided equally between my<sup>two</sup> sons, Robert Werntz Ogle, and Maurice Chapman Ogle, and in the manner herein set out.

Robert, the older son to have first choice of any piece of such furniture, my younger son, Maurice, to have second choice, and so on alternately choosing piece by piece until all of said Antique Furniture is exhausted. It is my will that should my husband, Maurice Ogle, survive my son, Maurice Chapman Ogle, I give, devise and bequeath to my husband, absolutely, all of my estate, whether real, personal or mixed, which would pass to my son, Maurice Chapman Ogle, under the aforesaid Item 8 of my Will".

A certified copy of said Will, duly probated in the Orphans' Court for Anne Arundel County on March 5, 1940, is filed herewith, marked Petitioner's Exhibit "A", and prayed to be taken as a part hereof.

2. That by order dated the \_\_\_ day of \_\_\_\_\_, 1941, the Orphans' Court for Anne Arundel County duly appointed your petitioner to be the guardian for his son, Maurice Chapman Ogle, an infant; and your petitioner has duly qualified as such guardian. A certified copy of said order being filed herewith, marked Petitioner's Exhibit "B", and prayed to be taken as a part hereof.

3. That a large proportion of the income received from the said Peninsular Farm is realized from rentals paid by persons who entered into leases for certain portions of the Farm, fronting on Mill Creek, Dividing Creek and the Magothy River, with your petitioner's deceased wife, Amy Werntz Ogle, and her predecessors in title. On these leased portions, the Lessees have erected residences and other improvements at their own expense.

4. That your petitioner, on his own behalf, and as guardian for his infant son, Maurice Chapman Ogle, desires to enter into certain substantially similar leases, as hereinafter set forth; to the end that certain portions of the Farm, now not being used, may produce increased revenues for your petitioner and to his said son, when he acquires title to the Farm.

5. That your petitioner, as guardian aforesaid, desires authority to enter in a lease for the term of fourteen years and eleven months, at an annual rental of One Hundred and Twenty Five Dollars (\$125.00) for a certain portion of the Farm fronting on Mill Creek with Donald A. Sybert and Gladys W. Sybert, his wife, of the City of Philadelphia, State of Pennsylvania.

6. That your petitioner, as guardian aforesaid, desires authority to enter in a lease for the term of fourteen years and eleven months, at an annual rental of Seventy-Five Dollars (\$75.00) for a certain portion of the Farm fronting on Dividing Creek with T. Reginald Jones and Mildred B. Jones, his wife, of the City of Annapolis, State of Maryland.

7. That your petitioner, as guardian aforesaid, desires authority to enter in a lease for the term of fourteen years and eleven months, at an annual rental of One Hundred and Twenty Five Dollars (\$125.00) for a certain portion of the Farm fronting on Dividing Creek with Reyburn B. Bradshaw and Lillian F. Bradshaw, his wife, of the City of Baltimore, State of Maryland.

8. That these leases are to be in substantially the form of the lease filed herewith, marked Petitioner's Exhibit "C", and prayed to be taken as a part hereof, each differing materially only as to the description of the portion of the Farm to be leased, the names of the lessees and the annual rentals to be paid.

9. That your petitioner is of the opinion the execution of these leases would be high-



ly advantageous to himself as life tenant and to his son as a remainderman because:

(a) The revenues now received from the said Peninsular Farm would be substantially increased.

(b) The rentals paid by each of the said lessees are in a net amount, as the leases provide for the lessees to pay the taxes on the improvements erected thereon.

(c) The portions of the Farm to be leased to Donald A. Sybert and wife, and T. Reginald Jones & Wife are not improved at this time and are producing no revenue at this time.

(d) The improvements contemplated to be erected by the lessees will constitute ample security for the payment of the agreed annual rentals, and

(e) The said leases are not redeemable, so that title to the portions of the Farm proposed to be leased remain at all times in your petitioner, subject only to the terms of the leases.

10. That your petitioner, individually, will assent to passage of a decree authorizing the execution of the said leases on behalf of the infant, Maurice Chapman Ogle.

11. That your petitioner and his son, Maurice Chapman Ogle, are the only persons in being having any interest in the aforesaid tract of land known as Peninsular Farm.

TO THE END THEREFORE,

(a) That your petitioner may be authorized and directed, as guardian of Maurice Chapman Ogle, an infant, to execute the aforesaid leases.

(b) That your petitioner may have such other and further relief as his case may require.

May It Please Your Honors to grant unto your petitioner the writ of subpoena directed to the said Maurice Chapman Ogle, an infant, of Arnold, Anne Arundel County, State of Maryland, commanding him to appear in this Court on some certain day to be named therein to answer the premises and to abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

G. F. Sanderson  
Solicitor for Petitioner.

Maurice Ogle, individually & as  
Guardian for Maurice Chapman Ogle  
Petitioner.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify that on this 1st day of May 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Maurice Ogle, individually, and as guardian for Maurice Chapman Ogle, an infant, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Rose Marie Reich  
Notary Public.

Maurice Ogle, individually, and as  
Guardian for Maurice Chapman Ogle, an infant,

No. 8180 Equity.

In The Circuit Court

Plaintiff

For

VS.

Anne Arundel County.

Maurice Chapman Ogle, Defendant.

Petitioner's Exhibit "A" Filed May 1" 1941.

I, Amy Werntz Ogle, of Anne Arundel County, State of Maryland, being of sound and disposing mind and memory, and capable of executing a valid deed or contract, do make, publish and declare this to be my Last Will and Testament, intending to hereby dispose of my entire estate, real, personal and mixed, wheresoever situate, including any property which I may hereafter acquire, including any right, title and interest I may now or hereafter have in the estate of my uncle, Robert Werntz, late of the City of Annapolis, State of Maryland, and intending hereby to exercise all powers of disposition which I have under any will or deed or in any other matter whatsoever, hereby revoking all other wills or codicils heretofore by me made.

Item 1. I direct my Executor hereinafter named to pay all of my just debts and other lawful charges against estate, as soon as the payment of the same may be found convenient and to pay my burial and funeral expenses, without regard to any statutory limitations relative thereto, out of my estate, without any right or claim for reimbursement therefor against my husband, Maurice Ogle, or any liability on his part for the payment thereof.

Item 2. I direct that all death taxes payable to the State of Maryland, or to any other State, and to the United States of America, including inheritance, estate, and all other taxes, duties and excises levied and assessed on my estate at or by reason of my death and on any and all specific devises and specific legacies herein made whether as life estates or estates in remainder be paid out of my estate by my Executor hereinafter named and not charged against any devises or legatee receiving the same.

Item 3. I give and bequeath my automobile to my son, Robert Werntz Ogle, absolutely, provided he shall survive me. Should my said son predecease me, then this bequest shall lapse and revert to the residue of my estate.

Item 4. I give and bequeath my motor boat to my son, Maurice Chapman Ogle, absolutely, provided he shall survive me. Should my said son predecease me, then this bequest shall lapse and revert to the residue of my estate.

Item 5. I give and bequeath my Ford Station Wagon to my husband, Maurice Ogle, absolutely, provided he shall survive me. Should my said husband predecease me, then this bequest shall lapse and revert to the residue of my estate.

Item 6. I give and bequeath to my faithful secretary, Katharine C. Duvall, the sum of Five Hundred Dollars (\$500.00) should she survive me.

Item 7. I give and bequeath unto my husband, Maurice Ogle, for and during the term of his natural life, and from and after his death, unto my sons, Robert Werntz Ogle, and Maurice Chapman Ogle, as joint tenants and not as tenants in common and the survivor of them, all of my right, title and interest in and to my school and business, known as the "United States Naval Academy Preparatory School", now located at 227 Prince George Street, in the City of Annapolis, State of Maryland, including good will, accounts receivable, and any and all other personal property used in the said school and belonging to me at the time of my death, subject however, to any debts owing by me which may arise out of my operation of the said school and business, or, by reason of my having received tuition in advance or board in advances from pupils, which obligations it has been my custom to take care of in the past out of the separate bank accounts maintained by me and known as the

"School account"; and, I direct the funds which may be contained in the said bank account at the time of my death shall not be considered as a part of the general assets of my estate, but shall pass as provided in this Item, along with said school and business, to be used for the payment of the said obligations and the continued operation of the said business.

Item 8. I give, devise and bequeath unto my husband, Maurice Ogle, for the terms of his natural life, the farm situate on the Magothy River, which I acquired under the will of Robert L. Werntz, known as the Gardner Farm, now called Peninsular Farm, together with everything on said farm, situate in Anne Arundel County, including my horses and all crops and equipment of every kind used in connection with said farm, as well as all household furniture and personal property of every nature, located on said farm, whether located in my country home or in any of the cottages thereon, also all leasehold interests of every description, and from and immediately after his decease to my son Maurice Chapman Ogle, the aforementioned farm, with all stock, implements, household furniture, leasehold interests of every description, and all things to be found thereon, absolutely, except my ANTIQUE FURNITURE, located in the country home, which I now occupy, which after my husband's death, I desire the said Antique Furniture to be divided equally between my two sons, Robert Werntz Ogle and Maurice Chapman Ogle, and in the manner herein set out. Robert, the older son to have first choice of any piece of such furniture, my younger son, Maurice, to have second choice, and so on alternately choosing piece by piece until all of said ANTIQUE FURNITURE is exhausted. It is my will that should my husband, Maurice Ogle, survive my son, Maurice Chapman Ogle, I give devise and bequeath to my husband, absolutely, all of my estate, whether real, personal or mixed, which would pass to my son Maurice Chapman Ogle, under the aforesaid Item 8 of my Will.

Item 9. I give, devise and bequeath my former home and grounds, 248 King George Street, Annapolis, Maryland, and my house and ground on Bay Ridge Avenue, Eastport, Maryland, to my husband Maurice Ogle, during the term of his natural life, and from and immediately after his decease, to my son Robert Werntz Ogle, absolutely, provided he survives my husband. If my son, Robert Werntz Ogle, died before my husband, then this property shall go to his child or children then living, share and share alike, absolutely. And if there be no children then living, then this property to go to my husband, Maurice Ogle and my son Maurice Chapman Ogle, share and share alike, or to the survivor of them.

Item 10. All of the rest, residue and remainder of my estate, whether real, personal or mixed, including my stocks, bonds, mortgages, bank accounts and other evidences of indebtedness, I hereby give, devise and bequeath as follows:

(a) One-third to my husband, Maurice Ogle, absolutely.

(b) One-third to my son, Robert Werntz Ogle, absolutely, provided he survives me. If my son, Robert Werntz Ogle predecease me then his share is to go to his child or children absolutely, share and share alike. If he has no child or children living at the time of my death, then this one-third share to go to my husband, Maurice Ogle and my son Maurice Chapman Ogle, equally, share and share alike, or to the survivor of them.

(c) One-third to my husband, Maurice Ogle, to be held by him as Trustee, to pay the income therefrom to my son Maurice Chapman Ogle, until he attains the age of twenty-five, at which time I direct my Trustee to give to my son Maurice Chapman Ogle, his one-third equal share absolutely. Should Maurice Chapman Ogle, die before he reaches the age of twenty-five

years, and leave surviving him a child or children, I direct that my said son's share shall be paid to the said child or children, or to the survivor of them, equally, share and share alike. If he has no child or children living at the time of his death, then this one-third share to go to my husband, Maurice Ogle and my son Robert Werntz Ogle, equally, share and share alike or to the survivor of them.

Item 11. I hereby constitute and appoint my said husband, Maurice Ogle, to be the executor of this my last Will and Testament, without bond, hereby revoking any and all wills by me heretofore made, hereby declaring this and none other to be my last Will and Testament.

In Witness Whereof, I have hereunto set my hand and affixed my seal this 27th day of February, 1940.

Amy Werntz Ogle (Seal)

Signed, sealed, published and declared by Amy Werntz Ogle, the above named testatrix, as and for her last Will and Testament, in the presence of us, who at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Lillie L. Sanderson

Mrs. M. Lederhos

Gustav F. Sanderson.

State of Maryland Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament of Amy Werntz Ogle late of said County deceased taken from Wills Liber W. M. H. 1 folio 547, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 1st day of May in the year of our Lord, nineteen hundred and forty-one

(Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Maurice Ogle, Individually, and as  
Guardian for Maurice Chapman Ogle, an Infant,  
Plaintiff

No. 8180 Equity.  
In The Circuit Court  
For  
Anne Arundel County.

VS.

Maurice Chapman Ogle, Defendant.

Petitioner's Exhibit "B" -- Filed May 1st., 1941.

The State of Maryland, Anne Arundel County, Sct.

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records of his Office, that on the 29th day of April in the year nineteen hundred and forty-one Maurice Ogle was appointed by the Orphans' Court of Anne Arundel County, guardian to Maurice Chapman Ogle and that the said Maurice Ogle being then and there present in said Court, accepted of said Guardianship, and gave bond with Securities,

which were approved by the said Court, for the faithful performance of his duty as Guardian to said Maurice Chapman Ogle

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Anne Arundel County, this 1st day of May in the year nineteen hundred and forty-one

Test:

R. Glenn Prout

(Court Seal)

Register of Wills for Anne Arundel County

By Frank M. Bond, Deputy

Maurice Ogle, individually, and as  
Guardian for Maurice Chapman Ogle, an Infant,  
Plaintiff

No. 8180 Equity.  
In The Circuit Court

VS.

For

Maurice Chapman Ogle, Defendant.

Anne Arundel County.

Petitioner's Exhibit "C" -- Filed May 1st., 1941.

This Lease and Agreement made this \_\_\_\_ day of \_\_\_\_\_, 1941, by and between Maurice Chapman Ogle, and Maurice Ogle, individually, and as guardian for the said Maurice Chapman Ogle, an infant, both of Anne Arundel County, State of Maryland, parties of the first part, and \_\_\_\_\_ his wife, of the City of \_\_\_\_\_, State of \_\_\_\_\_, parties of the second part.

Whereas, Amy W. Ogle, late of Anne Arundel County, deceased, departed this life on or about the first day of March, 1940, seized and possessed of the whole tract of land known as "Peninsular Farm", of which the lot hereinafter described is a part, and did by her Last Will and Testament, dated the 27th day of February, 1940, and recorded among the records of the Orphans' Court for said Anne Arundel County in Wills Liber W M H 1, No. 52, folio 547, grant and devise said whole tract of land to her husband, the said Maurice Ogle, for life, and at his death to her son, the said Maurice Chapman Ogle, absolutely; and

Whereas, by order dated the 29th day of April, 1941, the said Orphans' Court duly appointed the said Maurice Ogle to be the guardian of the said Maurice Chapman Ogle, the said Maurice Ogle having duly qualified as such guardian; and

Whereas, by decree of the Circuit Court for said Anne Arundel County, dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and passed in the matter of Maurice Ogle, individually, and as guardian for the said Maurice Chapman Ogle, Equity case No. \_\_\_\_\_, the said Maurice Ogle, guardian as aforesaid, was authorized and empowered to demise the lot hereinafter described for a term of years at and for an annual rental of \$\_\_\_\_\_; and

Whereas, the said Maurice Chapman Ogle, and the said Maurice Ogle, in his individual capacity and as guardian as aforesaid, have agreed to demise the lot of land hereinafter described (said lot being a part of the said "Peninsular Farm") unto the said parties of the second part.

Now, Therefore, This Lease And Agreement Witnesseth, that in consideration of the payment by the parties of the second part to the party of the first part, his heirs, successors and assigns, of the sum of \$ \_\_\_\_\_ annually in advance, the first payment to be made on or before the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the said Maurice Ogle, individually and as guardian of the said Maurice Chapman Ogle, and pursuant to the decree of the Circuit Court for Anne Arundel County as aforesaid, does hereby lease unto the said \_\_\_\_\_, his wife, as tenants by the entireties, their assigns and the survivor of them, his or her personal representatives and

assigns, for the term of fourteen years and eleven months, beginning on the \_\_\_\_ day of \_\_\_\_\_, 1941, and terminating on the \_\_\_\_ day of \_\_\_\_\_, 1956, all that lot or parcel of ground situate in the Third Election District of said Anne Arundel County, on \_\_\_\_\_, being a part of said "Peninsular Farm", and described as follows, to wit:

(DESCRIPTION)

Together with the rights, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; and especially together with all improvements erected or to be erected on the aforesaid tract of land; and especially together with all riparian rights incident thereto; and further especially with the right and privilege to use the well, if any, belonging to the said parties of the first part, now being used by the said parties of the second part in common with others entitled to the use thereof; and further especially with the right of way, for the purposes of ingress and egress to the lot hereby demised, over the road now being used or over any road which may be hereafter laid out for convenient access to the County Road, in common with others entitled thereto.

And the said party of the first part covenants for himself, his heirs, successors and assigns, and for the said Maurice Chapman Ogle, that he, the said party of the first part, or the said Maurice Chapman Ogle, shall pay all taxes and public dues or assessments on the land hereby demised, during the continuance of this demise; and the said parties of the second part, for themselves, their heirs, personal representatives and assigns, hereby covenant with the said party of the first part, his heirs, successors and assigns, that they, the said parties of the second part, will pay all taxes, public dues and charges levied or assessed, or to be levied or assessed, on the improvements now erected or to be hereafter erected upon the premises hereby demised.

And the said parties of the second part for themselves, their personal representatives and assigns, hereby further covenant with the said party of the first part, his heirs, successors and assigns, to pay the rent hereby reserved, during the continuance of said term of years hereby reserved; and in the event said rent shall be in arrears, in whole or in part, at any time, then the said party of the first part; his heirs, successors and assigns, shall have the right to distrain for the non-payment of said rent so in arrears; and provided further that if said rent shall be in arrears, in whole or in part, for a period of sixty days, then the said party of the first part, his heirs and assigns, shall have the right to re-enter until the whole of said rent so in arrears shall be fully paid; and provided further, in the event said rent shall be in arrears, in whole or in part, for a space of six months, then the said party of the first part, his heirs, successors and assigns, shall have the right to re-enter and repossess the whole of said premises hereby demised and leased, in the same manner and to the same extent as if these presents had never been executed, and these presents shall thereupon be rendered null and void.

And it is further covenanted and agreed by and between the said parties of the first and second parts, for themselves, their heirs, successors, personal representatives and assigns, that the said parties of the second part, their personal representatives and assigns, shall have the right and privilege to remove all improvements erected on said lot within thirty days after the expiration of said term of years, whether attached to the

land or not, including dwelling house, boat house, bath houses, garage and wharf, and any buildings or improvements which may be erected on said property; and the said parties of the second part shall have the right to make additions and improvements to any buildings now erected, or to be erected upon said property, title to all said improvements or additions to belong to and vest in said parties of the second part, their personal representatives and assigns, with the right to remove the same at the expiration of the term of years hereby reserved; provided, however, that prior to the erection of any such improvements or additions to the improvements now erected on the aforementioned property, or the erection of any fences or hedges on the lot hereby demised, the consent of the said party of the first part must be obtained. And provided, further, and it is hereby expressly covenanted and agreed by and between the parties hereto, for themselves, their heirs, successors, personal representatives and assigns, that at the termination of this Lease and Agreement, the said party of the first part, his heirs, successors, and assigns, shall have the right and privilege to purchase all buildings and improvements, exclusive of furniture and fixtures of a personal nature, erected and constructed upon the property covered hereby, at a price to be mutually agreed upon by the parties hereto, their heirs, successors, personal representatives and assigns; and in the event of a disagreement as to the price to be agreed upon for the purchase of such improvements, then the said parties of the first and second parts, for themselves, their heirs, personal representatives and assigns, hereby covenant and agree that three arbitrators shall be appointed, one arbitrator to be selected by each of the parties hereto, their heirs, successors, personal representatives and assigns, and these two arbitrators to select a third arbitrator to be mutually acceptable to the two arbitrators appointed as aforesaid by the parties hereto, their heirs, successors, personal representatives or assigns; and the decision of the majority of said three arbitrators so to be appointed as aforesaid shall be final and binding upon the parties hereto, and their respective heirs, successors, personal representatives and assigns, as fixing the amount of the purchase price of the improvements erected upon the property at the termination of these presents, and upon payment of the purchase price for said improvements, so to be agreed upon as aforesaid, by the said party of the first part to the said parties of the second part, the said parties of the second part shall relinquish possession of said improvements and transfer all right, title and interest to the same to the said party of the first part, his heirs, successors, and assigns.

Provided, however, that if the party of the first part, his heirs, successors, and assigns, shall not desire to exercise his right and privilege to purchase said improvements, then the said parties of the second part, their personal representatives and assigns, shall have either the right to remove said improvements, as hereinbefore provided, or they shall have the right to sell said improvements to such other person or persons as shall receive the written approval of the said party of the first part, his heirs and assigns; it being the intention of the parties hereto that such prospective purchaser or purchasers shall be of such class of individuals as those occupying residences on Peninsular Farm at that time.

And the said party of the first part, his heirs and assigns, hereby covenant and agree that in the event of a sale of said improvements, as aforesaid, to others, they will execute a new Lease for the lot of ground hereby leased, containing all the covenants and conditions of this Lease, except, that the annual rental to be paid for said lot of ground shall be at such rate



of rental as may be comparable at that time to the rental paid by the leasees of adjacent and similar lots to the lot of ground hereby leased.

And in the event of a disagreement between the party of the first part hereto and the prospective purchaser as to the amount of rental to be paid under the terms of a new Lease to be executed, then the said party of the first part covenants and agrees for himself, his heirs and assigns, that three arbitrators shall be appointed, one arbitrator to be selected by the said party of the first part, his heirs, and assigns, another arbitrator to be appointed by the prospective purchaser, and these two arbitrators to select a third arbitrator to be mutually agreeable to the two arbitrators to be appointed as aforesaid by the said party of the first part, his heirs or assigns, and the said prospective purchaser; and the decision of the majority of said three arbitrators so to be appointed as aforesaid shall be final and binding upon the said party of the first part, his heirs and assigns, and the said prospective purchaser, as fixing the rate of rental to be paid by the prospective purchaser for the lot of ground herein leased under the terms of a new Lease, which the said party of the first part for himself, his heirs and assigns, hereby covenants and agrees to give to such prospective purchaser in the event of a sale by the said parties of the second part, their personal representatives or assigns, to such prospective purchaser as hereinbefore provided.

And the said parties of the second part, for themselves, their personal representatives and assigns, hereby covenant and agree with the said party of the first part, his heirs, successors and assigns, that they, the said parties of the second part, their personal representatives and assigns, shall not commit waste upon the property herein leased, but they, the said parties of the second part, their personal representatives and assigns, shall have the right to trim, cut or remove any trees from the lot of land herein leased at their discretion.

And the said parties of the second part further covenant for themselves, their personal representatives and assigns, with the said party of the first part, his heirs and assigns, that they, the said parties of the second part, their personal representatives and assigns, shall not use or suffer the property hereby leased to be used, for any purpose calculated to injure the reputation of the land herein leased, or of the neighborhood where the same is located, or to impair the value of the surrounding neighborhood property for present or future use.

And it is especially understood, covenanted and agreed by and between the parties of the first and second parts, for themselves, their respective heirs, personal representatives and assigns, that the violation by the said parties of the second part, their personal representatives or assigns, of any of the covenants herein, shall be an annulment and cancellation per se of this lease, and the interest hereby demised in and to the land herein leased, at the option of the party of the first part, his heirs and assigns.

And it is further agreed by and between the parties hereto, for themselves, their heirs, personal representatives and assigns, that in the event of a default hereunder in the payment of the rent herein provided for, or in the event of a violation of any of the covenants hereby made on behalf of the said parties of the second part, their personal representatives and assigns, the said party of the first part, his heirs and assigns, in ex-



exercising his right of forfeiture, if any, shall, nevertheless, pay to the said parties of the second part, their personal representatives or assigns, for the improvements aforesaid, such sum of money therefor as may be determined in a manner or by the method hereinbefore specified, for the payment of the same upon the termination of these presents; and against such sum of money, determined as aforesaid, shall be charged all rent in arrears, and costs of any legal proceedings incident thereto, and the balance of such sum of money then remaining shall be paid by the said party of the first part to the said parties of the second part, their personal representatives or assigns.

And it is further covenanted and agreed by and between the said parties of the first and second parts, for themselves, their heirs, personal representatives and assigns, that during the continuance of these presents, as hereinbefore provided, the said parties of the second part, or their personal representatives and assigns, shall not transfer or convey any rights herein or hereby granted, nor encumber the personal property situate thereon, and that they will not transfer possession of the land and the improvements herein referred to, to any person or body corporate whatsoever, without first obtaining the consent in writing of the said party of the first part, his heirs and assigns.

And it is further covenanted and agreed by and between the said parties of the first and second parts, for themselves, their heirs, successors, personal representatives and assigns, that the said parties of the second part shall have the right to grade, terrace, and excavate the part of the lot hereby leased fronting on said \_\_\_\_\_ and for that purpose to remove whatever soil is necessary to make a reasonably graded front of said lot on said Creek; that the said parties of the second part shall have the right to install and maintain an underground septic tank upon the lot of land hereby conveyed of the party of the first part, and for that purpose to excavate and remove soil necessary therefor.

And it is further covenanted and agreed by and between the said party of the first part and the said parties of the second part, for themselves, their heirs, successors, personal representatives and assigns, that the aforesaid payment of the annual rent of \$\_\_\_\_\_ is subject to the condition and understanding that at the end of each 7- $\frac{1}{2}$  years from the date hereof, or any renewal hereof, either party hereto may, at his, her or their option, demand that three arbitrators be appointed (said arbitrators to be selected in the manner above provided for selecting arbitrators in the event of a disagreement as to the price of the improvements on said lot of land) to appraise said lot of land, exclusive of the improvements thereon, and from the time of said appraisal until the time of the next demand for an appraisal as above set forth, the parties of the second part shall pay annually to the said party of the first part an amount as rent equal to 6% of the value of said land, exclusive of all improvements thereon, as appraised by said arbitrators at that time; and if there is no demand for an appraisal by either party as set forth immediately above, then the annual rent shall continue to be \$\_\_\_\_\_.

And it is further covenanted and agreed by and between the said party of the first part and the said parties of the second part, for themselves, their heirs, personal representatives and assigns, that the said parties of the second part shall have the privilege of tapping and attaching wires or pipes to any electric, telephone or water pipe lines running across or over said "Peninsular Farm" adjacent to the lot of land hereby leased; and that the said parties

of the second part shall have the privilege of digging and maintaining a well on said lot of land for supplying water to the same.

Witness the hands and seals of the said parties hereto.

Witness: \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 Witness: \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

State of Maryland,

To Wit:

I Hereby Certify that on this \_\_\_\_ day of \_\_\_\_\_, 1941, before me the subscriber, a Notary Public of the State of Maryland in and for the <sup>appeared</sup> aforesaid, personally/Maurice Chapman Ogle and Maurice Ogle, individually, and as guardian for the said Maurice Chapman Ogle, ----- an infant, the within named parties of the first part and they acknowledged the foregoing Lease, and Agreement to be their respective act.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
 Notary Public.

State of Maryland,

To Wit:

I Hereby Certify that on this \_\_\_\_ day of \_\_\_\_\_, 1941, before me the subscriber, a Notary Public of the State of Maryland in and for the aforesaid, personally appeared \_\_\_\_\_, his wife, the within named parties of the second part and they acknowledged the foregoing Lease and Agreement to be their respective act.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
 Notary Public.

Maurice Ogle, Individually, and as Guardian

No. 8180 Equity.

For Maurice Chapman Ogle, an Infant, Plaintiff

In The Circuit Court

VS.

For

Maurice Chapman Ogle, Defendant.

Anne Arundel County.

Petition and Order Appointing Guardian Ad Litem --Filed May 1st., 1941

To the Honorable, The Judge of Said Court:

The Petition of the Plaintiff in this cause respectfully represents unto your Honor.

That Maurice Chapman Ogle, Infant Defendant in this cause has been duly summoned.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant, and suggests that Robert W. Ogle, who has no interest whatever in this suit be appointed Guardian ad Litem.

And as in duty bound, etc.

G. F. Sanderson

Solicitor for Plaintiff.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, on this 1st day of May, 1941, upon the foregoing petition that Robert W. Ogle, be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the foregoing petition and he is here-

by directed to appear and file his answer in his behalf.

Ridgely P. Melvin, Judge.

Maurice Ogle, Individually, and as Guardian  
for Maurice Chapman Ogle, an Infant, Plaintiff

No. 8180 Equity.

VS.

In The Circuit Court For

Maurice Chapman Ogle, Defendant.

Anne Arundel County.

Answer of Guardian Ad Litem. -- Filed May 1st., 1941.

To the Honorable, The Judge of Said Court:

The Answer of Maurice Chapman Ogle, the Infant Defendant named in the Bill of Complaint in this Court against him exhibited, by Robert W. Ogle, his duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the Defendant being an Infant under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits his rights to the protection of this Honorable Court.

And as in duty bound, etc.

Robert W. Ogle

Guardian ad Litem.

Decree -- Filed May 1st., 1941

This cause standing ready for hearing, the counsel for the parties were heard and the proceedings read and considered, and the Court being of the opinion on considering the pleadings and evidence in the case that it would be advantageous for both Maurice Ogle, as life tenant, and Maurice Chapman Ogle, an infant, as remainderman, of a certain tract or parcel of ground situate in the Third Election District of Anne Arundel County, known as Peninsular Farm (formerly known as the Gardner Farm) to demise certain portions of said Farm, for a term of years, each portion yielding certain specified annual rentals and in accordance with the terms and conditions specified in the form of Lease and Agreement filed in this cause, as Petitioner's Exhibit "C", and upon the assent of the said Maurice Ogle, life tenant, to this decree.

It is thereupon, this 1st day of May 1941, by the Circuit Court for Anne Arundel County, in Equity,

Adjudged, Ordered And Decreed, that Maurice Ogle, as duly appointed guardian of Maurice Chapman Ogle, an infant, is hereby authorized and empowered on behalf of the said Maurice Chapman Ogle, an infant, to demise certain portions of a tract or parcel of ground situate in the Third Election District of Anne Arundel County, known as Peninsular Farm, the title to which Farm is now held by Maurice Ogle, as life tenant, and Maurice Chapman Ogle, an infant, as remainderman, under the Last Will and Testament of Amy Werntz Ogle, late of Anne Arundel County, for a period of fourteen years and eleven months, to the lessees and for the annual rentals hereinafter specified, in accordance with the terms and conditions set forth in the form of Lease and Agreement filed herein, jointly with the said Maurice Ogle, individually, as follows:

(a) For a certain portion of the Farm fronting on Mill Creek to Donald A. Sybert and Gladys W. Sybert, his wife, of the City of Philadelphia, State of Pennsylvania, at an annual rental of One Hundred and Twenty Five Dollars (\$125.00).

(b) For a certain portion of the Farm fronting on Dividing Creek to T. Reginald Jones

and Mildred B. Jones, his wife, of the City of Annapolis, State of Maryland, at an annual rental of Seventy-Five Dollars (\$75.00).

(c) For a certain portion of the Farm fronting on Dividing Creek to Reyburn B. Bradshaw and Lillian F. Bradshaw, his Wife, of the City of Baltimore, State of Maryland, at an annual rental of One Hundred and Twenty Five Dollars (\$125.00).

Ridgely P. Melvin

Judge.

I hereby assent to passage of the above Decree.

Maurice Ogle.

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In the Matter of the Adoption

:

No. 8181 Equity.

of

:

In The Circuit Court For

Philomina Osso

:

Anne Arundel County.

Mr. Clerk:

Please file and lay before the Court.

George B. Woelfel

Petitioners Solicitor.

Petition for Adoption and Decree of Court thereon.--Filed May 5" 1941.

To the Honorable, the Judge of said Court:

The petition of Filomina DeSantis and Pasquale DeSantis, her husband, respectfully shows:

1. That your Petitioners have been married for a number of years and now reside at No.64 Southgate Avenue in the City of Annapolis, Maryland, which said house and lot is owned by one of your Petitioners in fee simple and is unencumbered.

2. That the other of your petitioners Pasquale DeSantis is a retired member of the United States Naval Academy Band.

3. That no children were born as a result of their marriage although the said Pasquale DeSantis has five children, all of whom are of age and are doing well.

4. That Philomina Osso is a niece of Filomina DeSantis, said niece having been born on the 19th day of May, 1920, as a result of the marriage between Stephen Osso and her sister Antonette Osso, both of whom are residing at No. 407 Hagen Street, Lily, Pa.

5. That the said child Philomina Osso was given to your Petitioners when she was two years of age and has lived with them for the past eighteen years and is now a student at the University of Maryland where she will graduate this June.

6. That your Petitioners now desire to adopt the said infant child as their own and her father and mother have joined herein for the purpose of giving their assent to the said adoption and the said child has signed this petition signifying her consent to the adoption, nevertheless, in view of the fact that the aforesaid infant will graduate from the University of Maryland this year under the name of Philomina Osso your Petitioners do not desire that her name be changed.

Wherefore, your Petitioners, pray:

1. That a decree may be passed by this Honorable Court declaring the said Philomina

Osso to be the legally adopted daughter of Pasquale DeSantis and Filomina DeSantis, his wife, with all the rights and privileges afforded as such adopted daughter by the laws of the State of Maryland in such cases made and provided.

2. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel,

Solicitor for Petitioners.

Pasquale DeSantis

Filomina DeSantis

Petitioners.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 22nd day of April, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Pasquale DeSantis and Filomina DeSantis, his wife, who made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff

Notary Public.

We, the undersigned, Stephen Osso and Antonette Osso, his wife, father and mother of the aforesaid infant, do hereby certify that we consent to the adoption aforesaid.

George B. Woelfel

Solicitor for Petitioners.

Stephen Osso

Antonette Osso

State of Pennsylvania, County of Cambria

I hereby certify that upon this 23rd day of April, in the year 1941, before me, the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Stephen Osso and Antonette Osso, his wife, who acknowledged the foregoing consent to the adoption of their child to be their voluntary act and deed.

Witness my hand and seal Notarial.

(Justice of the Peace)  
(Seal)

John C. Lynch

My Commission Expires 1st Mon, in Jan. 1946.

Justice of the Peace.

I, Philomina Osso, do hereby signify my consent to become the adopted daughter of Pasquale DeSantis and Filomina DeSantis, his wife.

Philomina Osso

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing to the Court that the Petition of Filomina DeSantis and Pasquale DeSantis, her husband for the adoption of the child is in good order and that her parents have duly assented to the adoption as prayed, and it further appearing that the said infant, who is now twenty (20) years of age has signified her consent to this adoption;

It is thereupon this 5th day of May in the year 1941 by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed that Philomina Osso be and she is hereby declared

to be the adopted child of Filomina DeSantis and Pasquale DeSantis her husband, with all the rights and privileges afforded her, the said Philomina Osso by the laws of the State of Maryland in such cases made and provided as they now exist or may hereinafter be enacted.

And it is further Ordered by the authority aforesaid that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin, Judge.

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|  |   |                          |
|--|---|--------------------------|
| In the Matter of the Sale of the Mort- | : | No. 6233 Equity.         |
| gaged Real Estate of J. Mastin Parlett | : | In The Circuit Court For |
| and Mary Baldwin Parlett, his wife.    | : | Anne Arundel County.     |

Mr. Clerk:

Please docket this case, file the accompanying mortgage and notes.

Eugene P. Childs,

Atty. named in Mortgage.

Original Mortgage and Notes. -- Filed April 19" 1932.

This Mortgage, Made this Fifteenth day of August in the year nineteen hundred and thirty by and between Mastin J. Parlett and Mary B. Parlett, his wife, of the first part and Beatrice E. Hart of the second part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of Thirty-eight hundred dollars from the said Beatrice E. Hart for the proper payment whereof three years after date the said parties of the first part have passed to the said Beatrice E. Hart their joint promissory note of even date herewith and for the payment of the sum of Thirty-eight hundred dollars, as also their six other joint promissory notes of even date herewith each for the payment of the sum of One hundred and fourteen dollars and being for the semi-annual interest on said principal sum reserved.

And Whereas the execution of these presents to secure the payment of the aforesaid promissory notes was a condition precedent to said loan.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagors Mastin J. Parlett and Mary B. Parlett, his wife, do grant and convey unto the said Mortgagee Beatrice E. Hart her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, aforesaid, being the indential property conveyed unto Mastin J. Parlett by Claudius R. Parlett and Margaret Parlett, his wife, by deed dated on the eighth day of February in the year Nineteen hundred and twenty-four and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 86 folio 92 and in said deed more particularly described by metes and bounds, courses and distances, excepting, however, from this mortgage all that tract of land conveyed by the said parties of the first part to Joseph Satwinsky by deed dated on the first day of October in the year Nineteen hundred and twenty-nine and recorded among the aforesaid Land Records in Liber F. S. R. No. 67 folio 108.

Together with the buildings and improvements thereon and the rights, roads, ways,

waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining. To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee Beatrice E. Hart her heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty-eight hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, together with all liens of whatever kind against said property the said parties of the first part their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee her personal representatives or assigns, or Eugene P. Childs her \_\_\_ their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy any pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said

Mortgagee her personal representatives or assigns, or Eugene P. Childs her or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-eight hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: as to J.M.P.  
Eugene P. Childs  
Test: as to M.B.P.  
J. Mastin Parlett

J. Mastin Parlett (Seal)

Mary Baldwin Parlett (Seal)

#### Notes

\$114.00

Annapolis, Md., August 15" 1930

Six months after date we promise to pay to the order of Beatrice E. Hart  
One Hundred fourteen and no/100 Dollars

No. 1

Value received,

J. Mastin Parlett

Due Feb. 15, 1931

Mary Baldwin Parlett

Secured by Mortgage of even Date.

Filed April 19" 1932

\$114.00

Annapolis, Md., August 15" 1930

One year after date we promise to pay to the order of Beatrice E. Hart  
One hundred fourteen and no/100 Dollars

No. 2

Value received,

J. Mastin Parlett

Due Aug. \_\_\_\_ 1931.

Mary Baldwin Parlett

Secured by Mortgage of Even Date.

Filed April 19" 1932

\$114.00

Annapolis, Md., August 15" 1930

One year and six months after date we promise to pay to the order of Beatrice E. Hart  
One hundred fourteen and no/100 Dollars

No. 3

Value received,

J. Mastin Parlett

Due Feb. \_\_\_\_ 1932

Mary Baldwin Parlett

Secured by Mortgage of Even Date.

Filed April 19" 1932

\$114.00

Annapolis, Md., August 15, 1930

Two years after date we promise to pay to the order of Beatrice E. Hart  
One hundred fourteen and no/100 Dollars



No. 4 Value received, J. Mastin Parlett  
Due August \_\_\_\_ 1932. Mary Baldwin Parlett

Secured by Mortgage of Even Date Filed April 19" 1932

\$114.00 Annapolis, Md. August 15, 1930

Two years and six months we promise to pay to the order of Beatrice E. Hart  
One hundred fourteen and no/100 Dollars

No. 5 Value received, J. Mastin Parlett  
Due Feb. \_\_\_\_ 1933. Mary Baldwin Parlett

Secured by Mortgage of Even Date Filed April 19" 1932

\$114.00 Annapolis, Md., August 15" 1930

Three years after date we promise to pay to the order of Beatrice E. Hart  
One hundred fourteen and no/100 Dollars

No. 6 Value received, J. Mastin Parlett  
Due August \_\_\_\_ 1933 Mary Baldwin Parlett

Secured by Mortgage of Even Date Filed April 19" 1932

\$3800.00 Annapolis, Md., August 15" 1930

Three years after date we promise to pay to the order of Beatrice E. Hart  
Thirty-eight hundred and no/100 Dollars

Principal Note Value received, J. Mastin Parlett  
Due August \_\_\_\_ 1933. Mary Baldwin Parlett

Secured by Mortgage of Even Date Filed April 19" 1932

State of Maryland Anne Arundel County, To Wit:

I Hereby Certify, that on this 15" day of August in the year nineteen hundred and thirty before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Mastin J. Parlett and Mary B. Parlett, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act.

Wm. E. Baldwin

Justice of the Peace.

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this 15" day of August in the year Nineteen hundred and thirty before me a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Eugene P. Childs, the Agent and Attorney of the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is bona fide as therein set forth, that he is also the duly authorized agent and attorney of said mortgagee and authorized to make this affidavit.

Wm. E. Baldwin

Justice of the Peace.

In the Matter of the Sale of the Mort  
gaged Real Estate of J. Mastin Parlett  
and Mary Baldwin Parlett, his wife.

No. 6233 Equity.  
In The Circuit Court For  
Anne Arundel County

Statement of Mortgage debt and interest. -- Filed May 11th., 1932.

Amount of Mortgage dated August 15, 1930 and recorded in Liber F. S. R.

|  |                  |
|--|------------------|
| No 74. folio 160, one of the land record books of Anne Arundel County, Md. | \$3,800.00       |
| Interest thereon due February 15, 1931                                     | 114.00           |
| Interest thereon due August 15, 1931                                       | 114.00           |
| Interest thereon due February 15, 1932                                     | 114.00           |
| Interest thereon from February 15, 1932 to May 17, 1932, day of sale       | 58.26            |
|  | <hr/> \$4,200.26 |

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 22nd day of April in the year Nineteen hundred and thirty-two, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Beatrice E. Hart and made oath in due form of law that the above statement of mortgage debt and interest is true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone  
Notary Public.

In the Matter of the Sale of the Mort-

No. 6233 Equity.

gaged Real Estate of Mastin J. Parlette  
and Mary Baldwin Parlette

In The Circuit Court For  
Anne Arundel County.

Bond --Filed & Approved this 20th day of April, 1932.--Frank S. Revell, Clerk.

Know All Men By These Presents:

That we Eugene P. Childs as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 20th day of April in the year nineteen hundred and thirty-two

Whereas, the above bounden Eugene P. Childs by virtue of the power contained in a Mortgage from Mastin J. Parlett and Mary Baldwin Parlett bearing date the 15th day of August nineteen hundred and thirty and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 74, Folio 160, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Eugene P. Childs do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full

force and virtue in law.

Signed, Sealed and Delivered

in the presence of

Dorothy Miller

Attest: Dorothy Miller

(Corporate Seal)

Eugene P. Childs (Seal)

New Amsterdam Casualty Company

By E. Churchill Murray

Attorney in fact.

In the Matter of the Sale of the Mortgaged  
Real Estate of J. Mastin Parlett and Mary B.  
Parlett, his wife.

No. 6233 Equity.

In The Circuit Court For

Anne Arundel County.

Report of Sale, Auctioneer's Certificate and Purchaser's Agreement.

Filed 19<sup>th</sup> May, 1932.

To the Honorable the Judges of said Court:

The Report of Sale of Eugene P. Childs, Attorney named in mortgage to sell the property mentioned in the above entitled case, respectfully shows:

That after giving bond with security for the faithful performance of his duties, which bond was duly approved, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, for at least three successive weeks before the day of sale and also by distributing handbills of said sale at numerous places throughout the County, said Attorney did pursuant to said notice on the 17th day of May in the year 1932, at 11:00 o'clock, A. M. attend at the Court House Door in the City of Annapolis, Maryland, and then and there proceeded to sell said property in manner following, that is to say:

Your Attorney offered at public sale to the highest bidder the property mentioned in said mortgage, all that tract containing between eleven (11) and twelve (12) acres of land, more or less, having a frontage of about eight hundred (800) feet on the Crain Highway and bordering about the same distance on a County Road, and situated near Millersville in the Fourth Election District of Anne Arundel County, Maryland.

And your Attorney sold the above described property to Beatrice E. Hart at and for the sum of Three thousand eight hundred and fifty dollars (\$3,850.00) being at that sum the highest bidder therefor, the terms of sale being, a deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser or purchasers at the time of the sale and the balance of the purchase money with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon ratification of sale. Taxes and other expenses to be adjusted to day of sale.

Respectfully submitted.

Eugene P. Childs

Attorney named in mortgage

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 17th day of May in the year 1932, before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) F. Wilhelmina Pettebone  
Notary Public.

Advertisement of Sale Wm. H. Moss & Co., Auctioneers

Attorney's Sale of valuable Real Estate situate near Millersville in the Fourth Election District of Anne Arundel County.

By virtue of the power of sale contained in a mortgage from J. Mastin Parlett and Mary Baldwin Parlett, his wife, dated the 15th day of August in the year 1930 and recorded among the Land Record Books of Anne Arundel County in Liber F. S. R. No. 74, folio 160, the undersigned Attorney named in Mortgage will sell at Public Auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, May 17, 1932 at 11:00 o'clock A.M.,

All of the property in said mortgage described as containing between eleven (11) and (12) acres of land, more or less, having a frontage of about eight hundred (800) feet on the Crain Highway and bordering about the same distance on a County Road. This property is improved by a modern stucco dwelling with three (3) bedrooms, bath, large living room dining room, kitchen, pantry, concrete basement and hot water heat. Said house also has a large screened porch and is metal weather stripped. This property is also improved by a six (6) room tenant house, and is convenient to railroad, church, school, store and postoffice.

Terms of Sale:--A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser or purchasers at the time of the sale and the balance of the purchase money with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon ratification of sale. Taxes and other expenses to be adjusted to day of sale.

For further particulars, apply to

Eugene P. Childs,  
Attorney named in Mortgage,  
State Capital Bank Bldg., Annapolis, Md.

Annapolis, Maryland, May 17, 1932

This is to certify that I have this 17th day of May, 1932, sold the property described by this handbill in the Fourth Election District of Anne Arundel County to Beatrice E. Hart at and for the sum of three thousand eight hundred and fifty Dollars, she being then and there the highest bidder for said property.

Witness:

William H. Moss, & Co.  
Auctioneers

By Thomas O. Gott.

I hereby certify that I have this 17th day of May, 1932, purchased from Eugene P. Childs, Attorney the property situated in the Fourth Election District of Anne Arundel County, and described by this handbill, at and for the sum of three thousand eight hundred and fifty Dollars and do hereby agree to comply with the terms of sale.

Witness: \_\_\_\_\_

Beatrice E. Hart  
Purchaser.

ORDER NISI.

Ordered, this 19th day of May, 1932 that the sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Attorney named in Mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21th day of June next; provided, a copy of the Order be inserted in some newspaper published in Anne

Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sales to be \$3,850.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., 6/21/32 ,

We hereby certify, that the annexed Order Nisi - Sale - Parlett was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of June, 1932. The first insertion being made the 26th day of May, 1932.

The Capital-Gazette Press, Inc.

By J. M. Francis.

Ordered by the Court, this 22nd day of June, 1932, that the sale made and reported by the Attorney aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

In the Matter of the Sale of the Mortgaged  
Real Estate of J. Mastin Parlett and Mary B.  
Parlett, his wife.

No. 6233 Equity.  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed 7th July, 1932.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which said account is self-explanatory

All of which is respectfully submitted.

George B. Woelfel,

Special Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of J. Mastin Parlett and Mary B.  
Parlett, his wife, in ac. with Eugene P. Childs, Attorney named in Mortgage

To the Attorney named in the mortgage

|                          |              |        |
|--------------------------|--------------|--------|
| for his commission       | \$145.50     | \$     |
| To fee named in mortgage | <u>50.00</u> | 195.50 |

To the Attorney for Court Cost

|                          |             |       |
|--------------------------|-------------|-------|
| Solicitor appearance fee | 10.00       |       |
| Clerk of Court           | 11.15       |       |
| Auditor                  | <u>9.00</u> | 30.15 |

To Attorney for his expenses:

|                                      |       |
|--------------------------------------|-------|
| Advertising sale in Maryland Gazette | 18.00 |
| Hand Bills                           | 5.50  |
| Order Nisi on report of sale         | 5.00  |
| Order Nisi on Auditors account       | 5.00  |

|                                       |            |          |
|---------------------------------------|------------|----------|
| To Amounts brought forward            | \$33.00    | \$225.65 |
| Auctioneer fee and posting hand bills | 16.00      |          |
| Premium on bond                       | 16.00      |          |
| Insurance                             | 93.50      |          |
| Stamp tax on checks                   | <u>.16</u> | 159.16   |

To State and County taxes

|                     |              |       |
|---------------------|--------------|-------|
| For year 1931       | 44.23        |       |
| Adjustment for 1932 | <u>29.10</u> | 73.33 |
| Distribution        |              |       |

|                                |                |                |
|--------------------------------|----------------|----------------|
| To Beatrice E. Hart, mortgagee | <u>3391.86</u> | <u>3391.86</u> |
|                                |                | \$3850.00      |

To Beatrice E. Hart subject to decree  
in personam

808.40

Cr. By proceeds of sale

\$3850.00

ORDER NISI.

Ordered, This 7th day of July, 1932, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 8th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of August next.

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., 8/1/32

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Parlett was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of August, 1932. The first insertion being made the 14th day of August, 1932.

The Capital-Gazette Press, Inc.

By Jennie Mae Francis

In the Circuit Court for Anne Arundel County.

Ordered By The Court, this 30th day of March, 1933, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Nicholas H. Green, A. J.

Safe Deposit And Trust Company of Baltimore,  
Substituted Trustee Under The Last Will And  
Testament Of Maria Weems, Deceased,

Agnes M. Woollen

Elizabeth W. Woollen

Agnes Weems Woollen  
John Sellman Woollen, Junior  
Ella Gott Woollen  
Minors By Their Next Friend  
Agnes W. Fowke

Virginia W. Grantham and  
Aubrey B. Grantham, Her Husband

Jean Grantham And  
Virginia Grantham, Minors  
By Their Next Friend  
Aubrey B. Grantham

Agnes W. Fowke And  
William Augustus Fowke, Her Husband

William Augustus Fowke, Junior

Eleanor Sellman Fowke And  
Jane Ferguson Fowke,  
Minors By William Augustus Fowke,  
Their Next Friend

Elizabeth Sellman Trapnell And  
Joseph Trapnell, 3rd., Her Husband

Elizabeth Sellman Trapnell  
(The Younger)  
Joseph Trapnell And  
Henry Rogers Trapnell, Minors  
By Joseph Trapnell, 3rd.,  
Their Next Friend, And

Agnes Woollen Fowke, Committee  
Of The Person And Estate Of  
John Sellman Woollen,  
An Incompetent,

Plaintiffs,

VERSUS

John Sellman Woollen,  
An Incompetent,

Defendant.

No. 8124 Equity.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL OF COMPLAINT -- FILED DEC. 31st., 1940

To the Honorable, The Judges of Said Court:

Your Orators complaining say:

1. That by deed of partition dated October 23rd. 1833, and recorded among the Land Records of Anne Arundel County in Liber W. S. G. No. 18 folio 256, Eleanor D. Hall and William H. Hall, Junior, her husband, conveyed in fee simple to John Sellman, in severalty, two contiguous tracts or parcels of land in said Anne Arundel County, fully described by metes and bounds in said deed and therein stated to contain 270 acres and 42 perches of land, all of which will more fully appear from a certified copy of said deed filed herewith marked "Plaintiffs' Exhibit No. 1" which, together with all other Exhibits filed herewith and hereinafter mentioned, it is prayed may be taken and considered as parts of this Bill of Complaint.

2. That thereafter said John Sellman sold, and by deed dated November 21, 1835, and recorded among said Land Records in Liber W. S. G. No. 20 folio 575 conveyed, to William J. W.

Compton a part of said land so as aforesaid acquired by said John Sellman, containing 41 acres, more or less.

✓ 3. That after said sale and conveyance to said William J. W. Compton said John Sellman remained seized of 229 acres and 42 perches of said original tract according to the before mentioned deed of partition but by survey made by E. V. Coonan & Company, Surveyors and Civil Engineers, dated August 14 1939 said unsold portion of said original tract of land was found to contain but 220 - 365/1000ths. acres of land, more or less, and your Orators aver that said last mentioned acreage is the correct area of said unsold and remaining land.

✓ 4. That said John Sellman departed this life on or about October 10, 1870, intestate, survived by his wife, Elizabeth Selby Sellman and his daughter Maria Weems, wife of Dr. Richard Weems, and leaving no other child or descendants of a deceased child, whereupon title to the before mentioned tract of land descended to and became vested in said Maria Weems as sole owner thereof, subject to the dower interest of her said mother. Said Elizabeth Selby Sellman, widow of said John Sellman, died on or about November 6, 1875.

✓ 5. That said Maria Weems departed this life on or about the sixteenth day of January 1900 (her husband said Dr. Richard Weems having predeceased her) leaving a Last Will and Testament bearing date the twenty-first day of February 1893, which will was duly admitted to probate by the Orphans Court of Anne Arundel County and is of record in the Office of the Register of Wills for Anne Arundel County in Wills Liber W. F. P. No. 1 folio 448, a certified copy of which Will is filed herewith marked "Plaintiffs' Exhibit No. 2".

✓ 6. That in and by her said Last Will and Testament said Maria Weems devised and bequeathed all the rest, residue and remainder of her estate, real, personal and mixed, whether in possession or in expectancy, of which the property hereinbefore referred to was a part, to John Glenn and John Glenn, Junior, and to the survivor of them in trust for her daughter Agnes Maria Woollen for and during her natural life and no longer.

✓ 7. That in and by said Last Will and Testament said testatrix, Maria Weems, directed and empowered her Executors said John Glenn and John Glenn, Junior, or the survivor of them at the death of said Agnes Maria Woollen to divide the estate of said testatrix into as many parts as there should be children of the said Agnes Maria Woollen then living or represented by living descendants, the descendants of any deceased child to stand in said deceased child's place, said will further stating that it was the intention of the testatrix that only those children who survive their mother or who, having died before her, left descendants living at the time of her death, should share in said division of the estate of said testatrix.

✓ 8. That said Last Will and Testament of said Maria Weems further provided as follows:

"I will and direct, that one of said parts shall consist of the farm known as Meadow Brook Farm in the 8th. Election District of Anne Arundel County, the homestead of my late father, John Sellman, which part I give and devise from and after the death of my said daughter to the said John Glenn and John Glenn, Junior, and to the survivor of them in trust for my grandson, the said John Sellman Woollen, until he shall attain the age of twenty-five years, at which time the said part or share shall vest in the said John Sellman Woollen absolutely, free of said trust, to be held by him and his heirs in fee simple forever.

✓ If, in the opinion of my said Executors, the said farm shall not be equal in value to



the proportion of the estate to which my said grandson is entitled in an equal division, they are hereby directed to make said share equal in value to the other shares out of the residue of my estate. But should it be greater in value than said other shares, it is my intention that my said grandson and his heirs shall in any event receive as his or their portion at least the whole of said farm."

9. That in and by said Will said Maria Weems further provided that in said division of her estate a certain farm in the 1st. Election District of Anne Arundel County known as "Coxby Hall" should constitute the part of her estate which she devised and bequeathed to her granddaughter Virginia Woollen and made identical provisions for equalization of said share as are herein recited in connection with the devise to John Sellman Woollen and further devised and bequeathed the remaining shares, so apportioned by her Executors, from and after the death of said Agnes Maria Woollen, to her said Executors and the survivor of them

"in trust for the remaining children of the said Agnes Maria Woollen, then living, until they shall respectively attain the age of twenty-one years, at which times their respective shares shall vest in them absolutely free of said trust.

If however, any child of the said Agnes Maria Woollen shall have died before her, and the descendants of said child shall be living at the time of her death, it is my will and desire that the share to which the deceased child would have been entitled, had he or she survived his or her mother, shall vest in said descendants absolutely from and after the death of the said Agnes Maria Woollen."

10. And said testatrix, Maria Weems, further provided in her said Will, as follows:

"Neither my Executors nor the Trustees above nominated shall have power to sell either of my said farms, unless and until the grandchild to whom said farm is respectively allotted by the previous provisions of this will shall have died prior to my daughter, the said Agnes Maria Woollen, and leaving no descendants living at the time of said daughter's death".

11. That John Glenn, one of the Executors and Trustees named in said Last Will and Testament of Maria Weems died on or about March 30 1896.

On April 25 1900, on the petition of John Glenn, Junior, the Surviving Trustee, the Circuit Court No. 2 of Baltimore City in a cause entitled "Ex Parte, In the Matter of the Trust Estate under the Will of Maria Weems, deceased, for Agnes M. Woollen for life with remainders as therein set forth", (Docket 9 A folio 120) assumed jurisdiction over the administration of the trusts created by said will of Maria Weems.

Said John Glenn, Junior, Surviving Trustee as aforesaid, continued the administration of said trusts under the supervision of the aforesaid Court until September 24 1930, when, at his own request, he was released from further duty as such Trustee and George G. Carey was appointed by said Court as Substituted Trustee in his place and stead.

That said George G. Carey duly qualified as such Substituted Trustee and continued the administration of said trusts, under the supervision and direction of said Circuit Court No. 2 of Baltimore City until his death which occurred on or about December 8 1932, whereupon said Circuit Court No. 2 of Baltimore City, by its decree dated April 17 1933, appointed Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Last Will and Testament of said Maria Weems in the place and stead of said George G. Carey, deceased.

Said Safe Deposit and Trust Company, Substituted Trustee as aforesaid accepted said appointment and has been and still is administering said trusts under the supervision and direction of said Circuit Court No. 2 of Baltimore City and, as such Substituted Trustee, is

one of the plaintiffs to this Bill of Complaint,

12. That said Agnes Maria Woollen, daughter of said Maria Weems is still living, is a widow, and is one of the parties plaintiff hereto.

13. That said Agnes Maria Woollen has issue and descendants as follows:

(1) John Sellman Woollen, her son.

He is a widower, his wife, Eleanor Wilson Woollen being now deceased, and is the defendant hereto. He has the following children, viz:

- (a) Elizabeth W. Woollen, daughter. She is unmarried, is an adult, and is one of the plaintiffs;
- (b) Agnes Weems Woollen, daughter, who is unmarried and an infant under the age of twenty-one years;
- (c) John Sellman Woollen, Junior, son, who is unmarried and an infant under the age of twenty-one years, and
- (d) Ella Gott Woollen, daughter, who is unmarried and an infant under the age of twenty-one years.

Said Agnes Weems Woollen, John Sellman Woollen, Junior, and Ella Gott Woollen, are plaintiffs hereto, by their next friend Agnes W. Fowke.

(2) Virginia W. Grantham, her daughter, who is married to Aubrey B. Grantham. They are both adults and parties plaintiff hereto. They have the following children, viz:

- (a) Jean Grantham and
- (b) Virginia Grantham.

Both said Jean Grantham and Virginia Grantham are infants under the age of twenty-one years, are unmarried and are plaintiffs hereto by their next friend, said Aubrey B. Grantham.

(3) Agnes W. Fowke, her daughter, who is married to William Augustus Fowke. They are both adults and parties plaintiff hereto. They have the following children, viz:

- (a) William Augustus Fowke, Junior. He is unmarried, is an adult, and is one of the plaintiffs.
- (b) Eleanor Sellman Fowke and
- (c) Jane Ferguson Fowke.

Eleanor Sellman Fowke and Jane Ferguson Fowke, are both unmarried, are both infants under the age of twenty-one years and are both plaintiffs hereto by their next friend said William Augustus Fowke (Senior).

(4) Elizabeth Sellman Trapnell, her daughter, who is married to Joseph Trapnell, 3rd. They are both adults and plaintiffs hereto.

They have the following children, viz:

- (a) Elizabeth Sellman Trapnell;
- (b) Joseph Trapnell and
- (c) Henry Rogers Trapnell.

Said Elizabeth Sellman Trapnell, Joseph Trapnell and Henry Rogers Trapnell, children of said Elizabeth Sellman Trapnell and Joseph Trapnell, 3rd., are all unmarried, are all infants under the age of twenty-one years and are all plaintiffs hereto by their next friend, Joseph Trapnell, 3rd.

The persons named in this Thirteenth Paragraph of this Bill of Complaint are all the children and descendants of said Agnes Maria Woollen and the husbands of her three daughters. There are no other surviving children of said Agnes Maria Woollem nor any descendants of any deceased child of hers. Said persons constitute all persons now in esse who have or could have any interest in the property involved in these proceedings.

14. That said John Sellman Woollen, son of said Agnes Maria Woollen, is over the age

of twenty-five years and by inquisition issued out of the Circuit Court of Anne Arundel County, In Equity, in a cause entitled "In the matter of John Sellman Woollen", (Equity Docket No. 10 folio 346, - No. 7806), was adjudicated non compos mentis by a Sheriff's Jury, duly commissioned. That the return of the inquisition, in said matter, taken by the Sheriff was by decree of the Circuit Court for Anne Arundel County, in Equity, passed in said cause on May 10, 1939, confirmed by said Court, and Agnes Woollen Fowke was thereby appointed Committee of the Person and Estate of said John Sellman Woollen.

That said Agnes Woollen Fowke, Committee as aforesaid, duly qualified by filing her approved bond and is administering the estate of her said incompetent under the supervision and direction of this Honorable Court in the above entitled cause, and reference is hereby made to the aforesaid cause entitled "In the matter of John Sellman Woollen", now pending in this Honorable Court and, so far as the same may be pertinent hereto, it is prayed that said cause may be taken and considered as a part of this proceeding.

Said John Sellman Woollen is now an inmate of Spring Grove Hospital, in Baltimore County, in the State of Maryland.

15. That said remaining portion of the land of John Sellman, known as Meadow Brook Farm and containing as hereinbefore stated, 220 and 365/1000ths. acres has depreciated in value and said Safe Deposit and Trust Company, Substituted Trustee as aforesaid, has been unable to obtain a satisfactory tenant for the entire farm and since January 18 1939, the farm has been in the hands of two colored tenants who have been farming parts of said land with the privilege of occupying two tenant houses on different parts of said farm and of raising or keeping gardens and chickens.

That the buildings, outbuildings and fences on said farm are in bad condition and in need of extensive repairs and the land is in need of clearing, extensive use of fertilizer and additional barn and storage facilities and necessary outbuildings.

In its present condition it is not possible to rent or lease said farm for sufficient to pay taxes, insurance, repairs and other necessary expenses.

That it will be to the interest of all persons, including said life tenant and said remainderman John Sellman Woollen, who is an incompetent, that said farm be sold and the net proceeds arising therefrom invested under the Order and supervision of this Honorable Court for the benefit of the persons entitled thereto under the provisions of said will of Maria Weems. ✓

16. That acting on behalf of all persons having any interest therein your Orator, Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the will of Maria Weems, has entered into an agreement, subject to the approval and ratification of this Honorable Court, to sell to Elizabeth Gray Coit a portion of said farm known as Meadow Brook, said portion containing 69.161 acres, more or less, at and for the sum of Four Thousand Five Hundred Dollars (\$4,500.00) of which the sum of Five Hundred Dollars (\$500.00) has been paid to said Trustee and the balance of Four Thousand Dollars (\$4,000.00) is to be paid in cash upon ratification of said sale by this Honorable Court.

As an incident to and as part of said sale there is reserved and excepted from the land thereby bargained and sold the family cemetery now located thereon, with the right and

privilege of ingress and egress thereto and therefrom at any time to the persons entitled under the will of Maria Weems.

Said contract or agreement further specifies that said Vendee, her heirs and assigns, shall have the exclusive use and benefit of a spring and pipe line as now located on the part of said Meadow Brook Farm which lies West of the Solomon's Island Road, containing 81.520 acres, more or less, which spring supplies water to the 69.161 acres of land purchased by said Elizabeth Gray Coit and that said Vendee, her heirs and assigns shall have the right of ingress and egress along said pipe line over said 81.520 acre tract for the purpose of maintaining said spring and pipe line from the Eastern boundary of the above mentioned 81.520 acre tract on which said spring and pipe line are located.

Said contract or agreement further specifies that provisions shall be inserted in the deed to the Vendee reserving the family cemetery with the privilege of ingress and egress thereto and therefrom and granting to said Vendee, her heirs and assigns, the exclusive use and benefit of the spring and pipe line as now located on said 81.520 acres tract with the privilege of ingress and egress along said pipe line for the purpose of maintaining said spring and pipe line.

Taxes and insurance to be adjusted and apportioned to date of settlement and cost of United States and State of Maryland Revenue Stamps to be affixed to the deed to be divided equally between the Vendor and Vendee.

That one of the duplicate copies of the aforesaid agreement is filed herewith marked "Plaintiffs' Exhibit - Contract of Sale with Elizabeth Gray Coit".

17. That acting further on behalf of all persons having any interest therein, your Orator, Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the will of Maria Weems, has entered into an agreement, subject to the approval and ratification of this Honorable Court, to sell to Walter B. Mangels another portion of said farm known as Meadow Brook, which portion is known as the Upper Farm and is composed of two parts, one containing 26.308 acres, more or less, and the other 43.376 acres, more or less, and together comprising 69.684 acres more or less, at and for the sum of Two Thousand Dollars (\$2,000.-) of which the sum of Two Hundred and Fifty Dollars (\$250.-) has been paid to said Trustee and the balance of One Thousand Seven Hundred and Fifty Dollars (\$1750.-) is to be paid in cash upon final ratification of said sale by this Honorable Court.

Said sale was made subject to the legal operation and effect of a verbal lease with Emory Jones, expiring December 31 1940, and of a written lease with said Emory Jones, dated July 6 1940, beginning January 1 1941 and expiring December 31 1941 (a copy of said written lease being attached to said agreement or contract of sale) and Vendor reserved from said sale all harvested and growing crops now on the property and it was further specified in said agreement or contract of sale that the Vendor, or its agents or tenant shall have the usual rights to go upon the property from time to time for the purpose of harvesting and preparing for market the above mentioned crops and removing same when ready for market.

Taxes and insurance to be adjusted and apportioned to date of settlement and cost of United States and State of Maryland Revenue Stamps to be affixed to the Deed to be divided equally between the Vendor and Vendee.

That one of the duplicate copies of the aforesaid agreement is filed herewith marked

"Plaintiffs' Exhibit - Contract of Sale with Walter B. Mangels."

18. That acting further on behalf of all persons having any interest therein, your Orator, Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the will of Maria Weems, has entered into an agreement, subject to the approval and ratification of this Honorable Court, to sell to Emily H. Wilson the balance of said farm known as Meadow Brook, lying on the Westernmost side of the Solomon's Island Road, and containing 81.520 acres, more or less, at and for the sum of Two thousand dollars (\$2,000.00) of which the sum of Two hundred and fifty dollars (\$250.00) has been paid to said Trustee, and the balance of One thousand, seven hundred and fifty dollars (\$1,750.00) is to be paid in cash upon final ratification of said sale by this Honorable Court.

Said sale was made subject to the stipulation that all use of the spring and pipe line as now located on the above 81.520 acre tract, (which spring and pipe line supplies water to the 69.161 acre tract sold to Elizabeth Gray Coit) is excluded from this sale to Emily H. Wilson and to the further stipulation that the purchaser and subsequent owners of said 69.161 acre tract sold to Elizabeth Gray Coit shall have the right of ingress and egress along said pipe line through the property so sold to Emily H. Wilson for the purpose of maintaining said spring and pipe line.

Said contract further specifies that a provision shall be inserted in the deed to said Emily H. Wilson, Vendee, that the aforesaid spring and pipe line with the right of ingress and egress thereto and therefrom for the purpose of maintaining the same are reserved and excluded from the sale to said Emily H. Wilson and the land to be conveyed to her and are appurtenants to the land sold to Elizabeth Gray Coit, as hereinbefore mentioned.

Taxes and insurance to be adjusted and apportioned to date of settlement and cost of United States and State of Maryland Revenue Stamps to be affixed to the deed to be divided equally between the Vendor and Vendee.

That one of the duplicate copies of the aforesaid agreement is filed herewith marked "Plaintiffs' Exhibit - Contract of Sale with Emily H. Wilson".

TO THE END THEREFORE:-

1. That said land, known as Meadow Brook Farm, described in these proceedings may be sold;
2. That a Trustee may be appointed to make sale or sales thereof;
3. That the Contracts of Sale to Elizabeth Gray Coit, Walter B. Mangels and Emily H. Wilson, may be approved, ratified and confirmed by this Court;
4. That the proceeds of said sales, after the payment of costs, counsel fee and other proper charges, may be invested under the supervision and direction of this Honorable Court, to be held upon the trusts set forth and contained in the Last Will and Testament of Maria Weems, deceased.

May it please your Honors to grant unto your Orators the State's Writ of Subpoena directed to the Defendant, John Sellman Woollen, an incompetent, who resides at Spring Grove Hospital, located at Catonsville, Baltimore County, State of Maryland, commanding him to be and appear before this Honorable Court on some certain day to be named therein to answer the premises and abide by and perform such orders and decree as may be passed therein.

And as in duty bound, etc.

Safe Deposit and Trust Company  
Of Baltimore,  
Substituted Trustee Under The  
Will of Maria Weems,

I. C. Conner  
Vice-President

Agnes M. Woollen

Elizabeth W. Woollen

Agnes W. Fowke

In her own right and as next friend of  
Agnes Weems Woollen  
John Sellman Woollen, Jr., and  
Ella Gott Woollen, Minors,  
and as Committee of the Person  
and Estate of John Sellman  
Woollen, an Incompetent.

William Augustus Fowke

In his own right and as next friend of  
Eleanor Sellman Fowke and  
Jane Ferguson Fowke, Minors,

William Augustus Fowke, Junior

Virginia W. Grantham

Aubrey B. Grantham

In his own right and as next friend of  
Jean Grantham and  
Virginia Grantham, Minors.

Elizabeth Sellman Trapnell

Joseph Trapnell, 3rd.,

In his own right and as next friend of  
Elizabeth Sellman Trapnell,  
(the younger)

Joseph Trapnell and  
Henry Rogers Trapnell, Minors.

Frederick J. Singley

Solicitor for Complainants.

State of Maryland, City of Baltimore, To Wit:

I Hereby Certify that on this 27th day of December in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared I. C. Connor Vice-President of Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Last Will and Testament of Maria Weems, deceased, one of the Complainants in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts therein set forth, are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

My Commission Expires May 5, 1941.

(Notarial Seal) W. Leslie Eskridge  
Notary Public.

I, the undersigned, Agnes W. Fowke, hereby authorize the use of my name as next friend of my nieces and nephew, Agnes Weems Woollen, John Sellman Woollen, Junior, and Ella Gott Woollen, all minors, in the proceeding for the sale of Meadow Brook Farm, in the 8th. Election District of Anne Arundel County, Maryland, formerly the property of Maria Weems, deceased.

Agnes W. Fowke.

I, the undersigned, Aubrey B. Grantham, hereby authorize the use of my name as

next friend of my children Jean Grantham and Virginia Grantham, both minors, in the proceeding for the sale of the Meadow Brook Farm in the 8th. Election District of Anne Arundel County, Maryland, formerly the property of Maria Weems, deceased.

Aubrey B. Grantham

I, the undersigned, William Augustus Fowke, hereby authorize the use of my name as next friend of my children, Eleanor Sellman Fowke and Jane Ferguson Fowke, both minors, in the proceeding for the sale of Meadow Brook Farm in the 8th Election District of Anne Arundel County, Maryland, formerly the property of Maria Weems, deceased.

William Augustus Fowke.

I, the undersigned, Joseph Trapnell, 3rd., hereby authorize the use of my name as next friend of my children, Elizabeth Sellman Trapnell (the younger), Joseph Trapnell and Henry Rogers Trapnell, all minors, in the proceeding for the sale of Meadow Brook Farm, in the 8th. Election District of Anne Arundel County, Maryland, formerly the property of Maria Weems, deceased.

Joseph Trapnell, 3rd.

Safe Deposit and Trust Company of Baltimore,  
Substituted Trustee Under The Last Will And  
Testament Of Maria Weems, Deceased, Et Al,

Plaintiffs,

Versus

John Sellman Woollen, An Incompetent,

Defendant.

Equity No. 8124

In The

Circuit Court

For

Anne Arundel County.

Plaintiffs' Exhibit No. 1 -- Filed Dec. 31st. 1940.

This Indenture of two parts made this twenty third day of October Eighteen Hundred and Thirty three, between John Sellman of Anne Arundel County, in the State of Maryland, of the one part, and William H. Hall Jr. and Eleanor D. Hall of the same State and County of the other part.

Whereas Thomas Sellman late of Anne Arundel County, deceased was in his life time seized in his demesne, as of fee of a certain tract or part of a tract of land called Heaths Meadow, and also part of two other tracts or parcels of land the one called Birkheads Parcels and the other called Birkheads Meadow, being and lying in Anne Arundel County, which are included in the following courses and distances metes and bounds that is to say.

Beginning at a walnut post in a line of a tract of land called Barrage standing on the East side of the road leading from Rawlings Tavern by Herring Creek Church to Friendship, it being also a boundary of Portland Manor and Birkheads Meadow and running from thence with the line of Burrage reversed South five degrees East three hundred and seventy-three perches to a stone, second boundary of Burrage, then running South eighty three degrees and three fourth of a degree West sixty-eight and one fourth perches to the remains of a white oak stump one of the original boundaries of the aforesaid land called Birkheads Parcels, thence North seven degrees west fifty four and a quarter perches to a stone now put in the ground, thence North three degrees and three fourths of a degree, East one hundred and nine perches to a cedar tree now bounded with six notches as a division boundary between the said Thomas Sellman and



Samuel Deale, then north seven degrees and three fourths of a degree West sixty three and one half perches to a pine tree now bounded with six notches as a division boundary between the parties aforesaid, then North six and one fourth degrees, West eighty perches to a stone now planted as a division boundary between said parties then North eighty eight and one half degrees, West fifty one perches to a stone now planted as a division boundary as aforesaid, then north thirty four degrees and three fourths of a degree, West thirty-nine perches to a stone, now planted in the line of Portland Manor as a division boundary between said parties and also a division boundary between Susanna Gott and William Weems, then with said line North seventy two degrees and three fourths of a degree, East one hundred and forty six perches to the beginning. Containing and now laid out for one hundred and sixty-four acres and one-fourth of an acre of land more or less.

And also of all that part of three tracts of land called Burrage, Burrages Blossom and Burrages End, purchased of John Battee, also a part of three other tracts called Burrage, Burrages Blossom and Hills Purchase obtained of William Fisher in exchange for ninety seven acres of land by estimation, now in possession of said Fishers heirs lying in the County and State aforesaid and included in the following courses and distances metes and bounds that is to say.

Beginning at a stone it being the third boundar\_ of Ann Arundel Manor the third boundar\_ of the land called Portland Manor and running thence No one South four degrees thirty minutes East two hundred and nine and one third perches to the land of Abel Hill Junior, then with said land Second South seventy degrees thirty minutes, East two hundred and nine perches, to the land of James Nutwell, thence running (third) North eight degrees and forty-five minutes East one hundred and four and an half perches to a bounded red oak tree, thence (Fourth) North seventy-nine degrees thirty minutes West forty and one third perches, thence (Fifth) North sixty-seven degrees thirty minutes West twenty five perches, thence (Sixth) South sixty-six degrees West six and a half perches to a cedar tree now bounded and marked with notches thence running (Seventh) North seven degrees and thirty minutes West one hundred and forty two and an half perches to the line of Ann Arundel Manor, thence running and bounding on said line (Eighth) North eighty one degrees West seventy five and three fourths perches, thence (Ninth) North seven degrees East four perches to a gate, thence (Tenth) North eighty-four degrees thirty minutes West sixty seven and three fourth perches to the beginning.

Containing and now laid out for two hundred and forty two acres and eighty perches of land more or less. Also part of one other tract of land called Portland Manor, in the following courses and distances metes and bounds to wit:

Beginning at a stone the third boundar\_ of a tract of land called Burrage and also a boundar\_ of Ann Arundel and Portland Manor and running and bounding on the second line of Burrage reversed South four degrees and and forty-five minutes, East two hundred and nine and one third perches to the land of W. Compton, then North fifty seven degrees and thirty minutes and fifty and one half perches to a stone noe planted on the side of a hill on the West side of a branch, then running North fifteen degrees and fifteen minutes East sixty-seven and one fourth perches to a white oak tree now bounded with twelve notches then North four degrees forty-five minutes West one hundred and fourteen and an half perches West to the line of Ann



Arundel Manor then with said line reversed, North eighty-three and an half degrees, East seventeen and an half perches to the beginning now laid out for and containing twenty seven acres and one hundred and twenty two perches of land more or less, purchased of William Weems, and being so seized of the said several parcels of land the said Thomas Sellman departed this life intestate, or without Will whereby the said several parcels of land descended to the said John Sellman and Eleanor D. Hall formerly Sellman his children and heirs at law.

And Whereas in the year of eighteen hundred and twenty-five by mutual consent and agreement of parties, that is the said John Sellman and William H. Hall Junior, Rezin Estep, John H. Tillard, Thomas Tongue, Joseph Morton and Doctor Martin Fenwick, were chosen and appointed Commissioners to view and value the real estate of Thomas Sellman and make a fair and equal partition of the same among his heirs at law, according to their skill and Judgment.

And Whereas the said Commissioners did in execution of the trust so mutually confided to them view and value the said Estate, and did adjudge and determine that the parcel of land purchased by Thomas Sellman from Samuel Deale, called Heaths Meadow, Birkheads parcels and Birkheads Meadows, containing one hundred and sixty-four acres and one fourth of an acre of land as may be seen by reference to the courses and distances given in foregoing part of this Instrument; was worth the price of twelve Dollars and fifty cents per acre, and the dwelling plantation of the deceased containing two hundred and seventy acres and forty two perches of land, comprising part of three tracts of land called Burrage, Burrage's Blossom and Burrage's End, purchased of John Battee, part of three other tracts called Burrage, Burrage's Blossom and Hills Purchase, obtained of William Fisher in exchange for other land as herein before expressed, also a part of one other tract of land called Portland Manor, purchased of William Weems, containing as above expressed two hundred and seventy acres and forty two perches of land and being as above stated the dwelling plantation of the aforesaid Thomas Sellman, to be worth twenty five dollars per acre which said decision and valuation was mutually approved and accepted by the said John Sellman and William H. Hall Junior as final and conclusive between them.

And Whereas ~~is~~ was at the same time mutually and reciprocally agreed between the said parties that John Sellman should take and receive the dwelling plantation of the deceased at the valuation of the Commissioners, and pay to William H. Hall Junior the difference between that valuation and the value estimated by the Commissioners of the other parcel of land which the deceased had purchased of Samuel Deale, as his share and proportion of the Real Estate aforesaid, which difference amounted to the sum of Twenty-three Hundred and fifty dollars, which said amount the said John Sellman has since paid the receipt whereof is hereby acknowledged by the said William H. Hall Junior and that Eleanor D. Hall should take and receive as her portion of the said Real Estate that parcel of land as aforesaid bought by Thomas Sellman from Samuel Deale, containing one hundred and sixty four and one fourth acres of land with the aforesaid sum of twenty three hundred and fifty dollars which said sum has since been paid in full as expressed above, which said agreement was carried into present execution by the parties respectively taking possession of the land so allotted to each.

Now This Indenture Witnesseth: that the said John Sellman and William H. Hall Junior, and Eleanor D. Hall, his wife, has made partition and by these presents do make full free per-

fect and absolute partition of the Real Estate of the said Thomas Sellman among them in two parts in manner and form following, that is to say, that the said John Sellman his heirs and assigns shall have, hold, use occupy possess, enjoy and stand seized in fee simple of all that parcel of land constituting the dwelling plantation of the late Thomas Sellman, composed of the several parcels of land which he purchased of John Battee obtained of William Fisher in exchange for other land and purchased of William Weems and of which said parcels of land the courses and distances metes and bounds are given, that is to say, Burrage Burrage's Blossom and Burrages End purchased of John Battee, also Burrage, Burrage's Blossom and Hills Purchase obtained of William Fisher, both together containing two hundred and forty two acres and eighty perches, and also twenty seven acres and one hundred and one hundred and twenty two perches being a part of Portland Manor purchased of William Weems, which is also bounded in this same instrument and making as before mentioned two hundred and seventy acres and forty two perches of land the aforesaid dwelling plantation of the said deceased that the said Eleanor D. Hall shall have hold use occupy, possess, enjoy and stand seized in fee simple of all that parcel of land purchased of Samuel Deale by Thomas Sellman, containing one hundred and sixty four and one fourth acres of land as and for her share and proportion of the Estate of Thomas Sellman and the said William H. Hall Junior and Eleanor D. Hall do by these presents give, grant, bargain, assign, release and confirm unto the said John Sellman his heirs and assigns, forever, all the said parcels of land hereinbefore described as the dwelling plantation of Thomas Sellman, containing two hundred and seventy acres and forty two perches of land more or less, and all the Estate, right, title, claim, interest, and demand, of, in and to the same, which descended from the said Thomas Sellman to the said Eleanor D. Hall.

To have and To hold the same and every part thereof with all and singular the hereditaments and appurtenances to the same or in any manner appertaining, and all the right, title, claim, interest and demand of the said William H. Hall and Eleanor D. Hall, of, in and to the same and every part thereof to him the said John Sellman <sup>and assigns forever, in severalty to and for his</sup> his heirs/and their only proper use and benefit and behoof forever, and to and for no other use, intent or purpose whatsoever.

And the said John Sellman doth by these presents give, grant, bargain, assign, release and confirm unto the said Eleanor D. Hall, her heirs and assigns forever, all that parcel of land hereinbefore described as the land purchased by Thomas Sellman of Samuel Deale containing one hundred and sixty four and one fourth acres of land more or less, and all the estate, right, title, claim, interest and demand, of, in and to the same, which descended from the said Thomas Sellman to the said John Sellman.

To have and To hold the same and every part thereof with all and singular the hereditaments and appurtenances to the same belonging or in any manner appertaining and all the right, title claim, interest, Estate and demand of him the said John Sellman of, in and to the same, and every part thereof to her the said Eleanor D. Hall her heirs and assigns in severalty forever, to and for her and their only proper use, benefit and behoof forever, and for no other use, intent or purpose whatsoever.

In Witness whereof the said John Sellman and William H. Hall Junior and Eleanor D. Hall his wife, have hereunto interchangeably set their hands and affixed their seals the day and year first above written.

Signed Sealed and delivered in  
Presence of Rinaldo Pindell

John F. Wilson

John Sellman (Seal)  
Wm. H. Hall, Junior (Seal)  
Eleanor D. Hall (Seal)

On the back of the foregoing was thus written to wit:

State of Maryland, Anne Arundel County, Sct: On the Twenty-third day of October, Eighteen hundred and thirty-three before us the subscribers two Justices of the peace for the State and County aforesaid, came John Sellman and William H. Hall Junior and Eleanor D. Hall, wife of said William H. Hall Junior and severally and respectively acknowledged the foregoing instrument of writing as and for their and for each of their act and deed, and the said Eleanor D. Hall, being by us privately examined apart from and out of the hearing of her husband, whether she doth sign, seal deliver and acknowledge the said instrument of writing willingly and freely and without being induced thereto by fear or threats of or ill usage by her said husband or fear of his displeasure professes and declares that she does so sign seal deliver and acknowledge the same without being induced thereto by fear or threats of or ill usage by her husband or fear of his displeasure.

And now also appears before us Elizabeth Sellman wife of John Sellman one of the parties to the foregoing Indenture and relinquishes and renounces all right of dower to the land and premises therein released and confirmed to Eleanor D. Hall and being by us privately examined apart from and out of the hearing of her husband, whether she doth make her said relinquishment and and renunciation willingly and freely and without being induced thereto by fear or threats of or ill usage by her husband, acknowledges that she doth so relinquish and renounce her dower willingly and freely without being induced thereto by fear or threats of or ill usage by her husband according to the force and tenor of sundry acts of assembly in such case made or provided.

Acknowledged Before. We further certify that the parties making the foregoing acknowledge are the identical persons known to us who are mentioned in the deed

Rinaldo Pindell

Recorded the 31st day of October, 1883.

John F. Wilson

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the afoegoing Indenture was truly taken and copied from Liber W. S. G. No. 18, folio 256, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 14th day of November, 14th., A.D. 1940.

(Circuit Court Seal)

John H. Hopkins, 3d. Clk.

Safe Deposit And Trust Company Of Baltimore,  
Substituted Trustee Under The Last Will And  
Testament Of Maria Weems, Deceased, Et Al,  
Plaintiffs,

No. 8124 Equity.

In The

Versus  
John Sellman Woollen, An Incompetent.  
Defendant.

Circuit Court For  
Anne Arundel County.

Plaintiffs' Exhibit No. 2 -- Filed Dec. 31st. 1940.

I, Maria Weems, of Anne Arundel County, in the State of Maryland, being of sound and disposing mind, do make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills by me made;

After the payment of all my just debts and funeral expenses I give devise and bequeath my estate as follows:

I direct my Executors hereinafter named to pay to Thomas Sellman Hall the sum of One Thousand Dollars, which said sum is to be held by the said Thomas Sellman Hall in trust to be invested by him in some good interest bearing security, and the interest derived therefrom to be applied by him to keeping in good condition and repair the graveyard situated on Meadow Brook Farm, the homestead of my late father, John Sellman; <sup>said Thomas Sellman Hall</sup> the /to have access and right of way at all times to said graveyard, which is to be kept open and used at all times for the purpose of a graveyard, and none other. In the event of the death of the said Thomas Sellman Hall the said amount is to be paid to Mary Sophia Hall in trust for the like use and purposes; and in the event of the death of both the said Thomas Sellman Hall and the said Mary Sophia Hall, then to John Sellman Woollen in trust for like use and purposes.

All the rest, residue and remainder of my estate, real, personal and mixed, whether in possession or in expectancy, I give, devise and bequeath to John Glenn and John Glenn, Junior, of the City of Baltimore, and to the survivor of them, in trust for my daughter, Agnes Maria Woollen, for and during her natural life and no longer;

At her death I direct and empower my Executors hereinafter named, or the survivor of them, to divide my estate into as many parts as there shall be children of the said Agnes Maria Woollen then living or represented by living descendants, the descendants of any deceased child to stand in said deceased child's place, it being my intention that only those children who survive their mother, or who, having died before her, leave descendants living at the time of her death, shall share in this division of my estate.

I will and direct that one of said parts shall consist of the farm known as Meadow Brook Farm in the 8th Election District of Anne Arundel County, the homestead of my late father, John Sellman, which part I give and devise from and after the death of my said daughter to the said John Glenn <sup>John</sup> and Glenn, Junior, and to the survivor of them in trust for my grandson, the said John Sellman Woollen, until he shall attain the age of twenty five years, at which time the said part or share shall vest in the said John Sellman Woollen absolutely, free of said trust, to be held by him and his heirs in fee simple forever. If, in the opinion of my said Executors, the said farm shall not be equal in value to the proportion of the estate to which my said grandson is entitled in an equal division, they are hereby directed to make said share equal in value to the other shares out of the residue of my estate. But should it be greater in value than said other shares, it is my intention that my said grandson and his heirs shall in any event receive as his or their portion at least the whole of said farm.

I will and direct that one other of said parts or shares shall consist of the farm known as Coxby Hall in the 1st Election District of Anne Arundel County, on which I now reside, which said share I give and devise, from and after the death of my said daughter, to the said John Glenn and John Glenn, Junior, and to the survivor of them in trust for my granddaughter Virginia Woollen, until she shall attain the age of twenty one years at which time the said part or share shall vest in the said Virginia Woollen absolutely, free of said trust, to be held by her and her heirs in fee simple forever. If in the opinion of my said Executors the said farm shall not be equal in value to the proportion of the estate to which my said granddaughter is entitled in an equal division, they are hereby directed to make said share equal in value to the other shares out of the residue of my estate. But, should it be greater in value than such other shares, it is my intention, that my said granddaughter and her heirs

shall in any event receive as her or their portion at least the whole of said farm.

The remaining shares so apportioned by my said Executors I give, devise and bequeath from and after the death of the said Agnes Maria Woollen, to the said John Glenn and John Glenn, Junior, and to the survivor of them in trust for the remaining children of the said Agnes Maria Woollen, then living, until they shall respectively attain the age of twenty one years, at which times their respective shares shall vest in them absolutely free of said trust. If, however any child of the said Agnes Maria Woollen shall have died before her, and the descendants of said child shall be living at the time of her death, it is my will and desire that the share to which the deceased child would have been entitled had he or she survived his or her mother, shall vest in said descendants absolutely from and after the death of the said Agnes Maria Woollen.

And I hereby invest the said John Glenn and John Glenn, Junior, and the survivor of them, with full power in the prosecution of the trusts above set forth to manage all of the said rest and residue of my estate, and to collect all rents, incomes and profits issuing from or arising out of said estate, and to pay over the same to those who may be entitled to receive the same under the foregoing provisions of this Will, with full power also to sell, dispose of, convey and assign absolutely or otherwise any of said property so entrusted to them, and to reinvest any proceeds arising from any sale as they may deem best for the interest of my said estate, the purchaser not to be required to see to the application of the purchase money. The said Trustees to file a good and sufficient bond in some Court of competent jurisdiction before proceeding upon the discharge of their duties as Trustees.

And I hereby nominate and appoint John Glenn and John Glenn, Junior, of the City of Baltimore, to be the Executors of this my Last Will and Testament, And I hereby empower my said Executors and the survivor of them to make such sales of my property as they may deem necessary for the settlement of my estate, said sales to be made without application to any Orphans Court, except that neither my Executors nor the Trustees above nominated shall have power to sell either of my said farms unless and until the grandchild to whom said farm is respectively allotted by the previous provisions of this Will shall have died prior to my daughter, the said Agnes Maria Woollen, and leaving no descendants living at the time of said daughters death.

Witness my hand and seal this 21st day of February, 1893.

Maria Weems (Seal)

Signed, sealed published and declared by the above named testatrix as and for her Last Will and Testament in the presence of us, who at her request, in her presence, and in the presence of each other have hereunto subscribed our names as witnesses.

George G. Carey, Jr.

Thos. H. Ralston, Jr.

Anne Arundel County, Ss:

On the 20th day of January, 1900, came John Glenn Jr. and in the presence of Almighty God, doth solemnly declare that he does not know of any Will or Codicil of Maria Weems late of said County, deceased, other than the above instrument of writing, and that he received the same from Maria Weems who died on or about the 16th day of Jany. 1900.

Sworn to in open Court,

Test: Charles R. Martin  
Depty. Register of Wills for Anne  
Arundel County

Anne Arundel County, Ss:

On the 20th day of January, 1900, came George G. Carey, Jr. & Thomas H. Ralston Jr. subscribing witnesses to the foregoing last Will and Testament of Maria Weems late of said County, deceased, and in the presence of Almighty God, do solemnly declare that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together subscribed their name as witnesses to this Will in her presence at her request and in the presence of each other.

Sworn to in open Court.

Test: Charles R. Martin  
Depty. Register of Wills for  
Anne Arundel County

In the Orphans' Court of Anne Arundel County:

The Court, after having carefully examined the above last Will and Testament of Maria Weems late of Anne Arundel County, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 23rd January day of A. D. 1900, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Maria Weems deceased.

Alfred Ijams, C. J.

Charles H. Russell, A. J.

Henry Woodward, A. J.

THE STATE OF MARYLAND/ANNE ARUNDEL COUNTY

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament of Maria Weems late of said County deceased together with proof and probate thereof taken from the original, which is filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 12th day of November in the year of our Lord, nineteen hundred and forty.

(Orphans' Court Seal) R. Glenn Prout

Register of Wills for Anne Arundel County.

Safe Deposit And Trust Company Of Baltimore, Substituted  
Trustee Under The Last Will And Testament Of Maria Weems,  
Deceased, Et Al,

No. 8124 Equity.

In The Circuit Court For

Versus

John Sellman Woollen, An Incompetent, Defendant.

Anne Arundel County.

Plaintiffs' Exhibit "Contract Of Sale With Elizabeth Gray Coit."

Filed Dec. 31st., 1940

Baltimore Nov. 12, 1940

It is agreed between the undersigned that the Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Will of Maria Weems, Vendor, has sold to Elizabeth Gray Coit, Vendee, and the latter has purchased from the former at and for the sum of Four Thousand Five Hundred Dollars (\$4,500) all that fee simple tract of land with the improvements thereon situate in the eighth election district of Anne Arundel County, Maryland, containing

69.161 Acres more or less and being the same property as outlined in red on the attached blue print of Survey of E. V. Coonan and Company, Surveyors and Civil Engineers, dated August 14, 1939, saving and excepting therefrom the family cemetery now located thereon.

The above mentioned purchase price of Four Thousand Five Hundred Dollars (\$4,500) is to be paid in cash as follows: \$500. at the signing hereof, the receipt of which is hereby acknowledged; balance to be paid upon ratification of this sale by Court.

Taxes and insurance to be adjusted and apportioned to date of settlement.

The cost of United States and State of Maryland Revenue Stamps to be affixed to the deed to the Vendee shall be divided equally between the Vendor and the Vendee.

This sale is made subject to ratification by the Court.

It is further agreed between the undersigned that the party of the first part reserves for itself and its assigns and for the members of the family of Agnes Maria Woollen the right of ingress and egress at any time to and from said cemetery and a provision to this effect shall be inserted in the deed to the Vendee.

It is also further agreed between the undersigned that the exclusive use and benefit of a spring and pipe line as now located on the 81.520 acre tract shown on the attached blueprint, which spring supplies water to the above described property, is included in this sale and it is further agreed that the above mentioned Vendee, her heirs and assigns, shall have the right of ingress and egress along said pipe line through said 81.520 acre tract for the purpose of maintaining said spring and pipe line from eastern boundary of the above mentioned 81.520 acre tract on which said spring and pipe line are located and a provision to this effect shall be inserted in the deed to the Vendee.

Title to be good and merchantable, otherwise sale shall be void and the payment made at the signing hereof returned to the Vendee. If the Vendee's examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after fifteen day's written notice from the Vendor to the Vendee and her attorney, O. Bowie Duckett, Jr. (which notice shall be sufficient if mailed to the Vendee's and the Attorney's post office address last known to the Vendor,) Vendor shall have the right to treat this contract as null and void and retain the said cash payment as liquidated damages for the Vendee's breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

Witness our hands and seals: (Executed in duplicate.)

Attest: E. W. Carr  
Asst. Secretary

Safe Deposit And Trust Company of Baltimore,  
Substituted Trustee under Will of  
Maria Weems

By I. C. Connor Wm. S. Harris  
Vice-President Asst Real Estate Officer

Witness:  
Paul Dail

Elizabeth Gray Coit (Seal)

THERE ARE NO BROKERS' COMMISSIONS ON THIS SALE  
Elizabeth Gray Coit



See Plat - Cabinet No. 2 Rod No. E 1 Folio 8.

Plat Records of Anne Arundel County.

Safe Deposit And Trust Company Of Baltimore,  
Substituted Trustee Under The Last Will And  
Testament of Maria Weems, Deceased, Et Al,  
Plaintiffs,

Versus

John Sellman Woollen, An Incompetent,  
Defendant.

No. 8124 Equity.

In The Circuit Court for

Anne Arundel County.

Plaintiffs' Exhibit "Contract of Sale with Emily H. Wilson." Filed Dec. 31" 1940.

Baltimore Nov. 25" 1940

It is agreed between the undersigned that the Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Will of Maria Weems, Vendor, has sold to Emily H. Wilson, Vendee, and the latter has purchased from the former at and for the sum of Two Thousand and 00/100 (\$2,000.) Dollars all that fee simple tract of land situate in the Eighth Election District of Anne Arundel County, Maryland, and containing 81.520 acres more or less and being the same property as outlined in red on the attached blueprint of Survey of E. V. Coonan and Company, Surveyors and Civil Engineers, dated August 14, 1939.

The above mentioned purchase price of Two Thousand and 00/100 (\$2,000.) Dollars is to be paid in cash as follows: \$250. at the signing hereof, the receipt of which is hereby acknowledged; balance to be paid upon ratification of this sale by the Court.

Taxes and insurance to be adjusted and apportioned to date of settlement.

The cost of United States and State of Maryland Revenue Stamps to be affixed to the deed to the Vendee shall be divided equally between the Vendor and the Vendee.

This sale is made subject to ratification by the Court.

It is further agreed between the undersigned that all use of the spring and pipe line as now located on the above described property, which spring and pipe line supplies water to the 69.161 acre tract of land hereinafter mentioned, is hereby excluded from this sale, as exclusive use and benefit of said spring and pipe line has been given to the purchasers of the tract of land containing 69.161 acres more or less which property is shown on the attached blueprint and it is further agreed that the owners of the said tract of land containing 69.161 acres more or less shall have the right of ingress and egress along said pipe line through the property hereby sold for the purpose of maintaining said spring and pipe line running from said spring to the eastern boundary of the property hereby sold and a provision to this effect shall be inserted in the deed to the Vendee.

Title to be good and merchantable, otherwise sale shall be void and the payment made at the signing hereof returned to the Vendee.

If the Vendee's examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice from the Vendor to the Vendee (which notice shall be sufficient if mailed to the Vendee's post office address last known to the Vendor) <sup>Vendor</sup> shall have the right to treat this



and  
contract as null/void and retain the said cash payment as liquidated damages for the Vendee's breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

Witness our hands and seals: (Executed in duplicate.)

Attest:

(Corporate Seal)

Safe Deposit And Trust Company Of Baltimore  
Substituted Trustee under Will of  
Maria Weems

Wm D.G Wrightson  
Asst. Secretary

By I. C. Connor Chas.F.Lechthaler  
Vice President Real Estate Officer

Witness:

Emily H. Wilson (Seal)

There Are No Brokers' Commissions On This Sale  
Emily H. Wilson.

Safe Deposit And Trust Company Of Baltimore,  
Substituted Trustee Under The Last Will And  
Testament Of Maria Weems, Deceased, Et Al,  
Plaintiffs,

Versus

John Sellman Woollen, An Incompetent,  
Defendant.

No. 8124 Equity.

In the Circuit Court

For

Anne Arundel County.

Baltimore, Nov. 7, 1940.

Plaintiffs' Exhibit "Contract Of Sale With Walter B. Mangels." Filed Dec. 31st. 1940

It is agreed between the undersigned that the Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Will of Maria Weems, Vendor, has sold to Walter B. Mangels, Vendee, and the latter has purchased from the former at and for the sum of Two Thousand and 00/100 (\$2,000.) Dollars all those fee simple tracts of land together with the improvements thereon situate in the Eighth Election District of Anne Arundel County, Maryland, and containing 69.684 acres more or less and being the same property as outlined in red on the attached blueprint of Survey of E. V. Coonan and Company, Surveyors and Civil Engineers, dated August 14, 1939.

The above mentioned purchase price of Two Thousand and 00/100 (\$2,000.) Dollars is to be paid in cash as follows: \$250. at the signing hereof, the receipt of which is hereby acknowledged; balance to be paid upon final ratification of this sale by the Court.

Taxes and insurance to be adjusted and apportioned to date of settlement.

The cost of United States and State of Maryland Revenue Stamps to be affixed to the deed to the Vendee shall be divided equally between the Vendor and the Vendee.

This sale is made subject to ratification by the Court.

This sale is also made subject to the legal operation and effect of the verbal tenancy of Emory Jones, which tenancy expires on December 31, 1940. The Vendor reserves from this sale all harvested and growing crops now on the property hereby sold and it is agreed between the parties hereto that the Vendor or its agents or tenant shall have the usual rights to go upon said property from time to time for the purpose of harvesting and preparing for market the above mentioned crops and removing same when ready for market.

This sale is also made subject to the legal operation and effect of lease dated July 6, 1940 between the above mentioned Vendor as Landlord and Emory Jones as Tenant who occupies the above described property. (Copy of said lease is attached hereto as part hereof.)

Title to be good and merchantable, otherwise sale shall be void and the payment made at the signing hereof returned to the Vendee.

If the Vendee's examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice from the Vendor to the Vendee (which notice shall be sufficient if mailed to the Vendee's post office address last known to the Vendor,) Vendor shall have the right to treat this contract as null and void and retain the said cash payment as liquidated damages for the Vendee's breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

Witness our hands and seals: (Executed in duplicate.)

Attest:

E. W. Carr  
Asst. Secretary

(Corporate Seal)

Safe Deposit And Trust Company Of Baltimore  
Substituted Trustee under Will of Maria Weems

By I. C. Connor Wm. E. Harris  
Vice President Asst. Real Estate Officer

Witness:

Standley L. Richardson

Walter B. Mangels (Seal)

There are no Brokers' Commissions on this sale  
Walter B. Mangels

THIS LEASE AND AGREEMENT, Made in duplicate this 6th day of July, 1940, between the Safe Deposit And Trust Company Of Baltimore, Trustee under Will of Maria Weems, deceased, the Landlord and Emory Jones, Lothian Post Office, Anne Arundel County, Maryland, the tenant.

Witnesseth, That the Landlord doth hereby demise and let to the Tenant the upper portion of "Meadowbrook Farm", Eighth district of Anne Arundel County, Maryland containing approximately 69 3/4 acres of land together with the tenant house, tobacco barn and other improvements thereon for the term of one year beginning January 1, 1941, ending December 31, 1941 subject, however; to the right to the Landlord to cancel this lease as hereinafter provided.

The Tenant agrees and covenants with the Landlord to pay as rent therefor one-half of the net proceeds from the sale of all crops raised on said farm, the payment or payments to be made at such time as the crops are harvested and sold.

THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

- (1) To pay said rent when due.
- (2) To farm said farm in a farmerlike manner and not to do or permit to be done in or about the premises hereby rented, any act or thing which will tend to impair or diminish the value of the property hereby rented or any part thereof, or to prejudice or invalidate the policies of insurance in effect on the improvements thereon; not to assign this lease, and agreement, nor sublet any part of the premises hereby rented without the consent in writing of the Landlord had and obtained and to surrender peaceful possession of the premises hereby rented and every part thereof at the end of this tenancy, in good order and conditions, reasonable wear and decay excepted.
- (3) To keep the ditches open and to keep the fences in repair and clear of bushes and the premises generally to be taken care of and protected from waste, injury or trespass. Not to cut, without the consent of the Landlord, any growing timber other than trees which are to be used for fencing, but the Tenant may use down timber and decayed timber for fire wood. If there is not sufficient available material on the farm to repair or replace the fences then the Landlord will at its own expense, upon request, supply the same.

The Landlord agrees with the Tenant that it will supply such seed and the amount to be sown for the coming year's crops and that it will furnish or pay for one-half of all ferti-

zler used on said farm.

In case of breach of any of the covenants upon the part of the Tenant, the Landlord may re-enter and terminate this tenancy upon giving the Tenant thirty days' notice to quit, and may recover, in addition, all damages sustained by it in the premises.

The Tenant agrees to make into manure all the straw and coarse provender and to spread the same upon the land each year and no manure is to be hauled off the place under any conditions.

Upon failure to pay said rent when due, the Landlord shall have the right to make distress therefor, and upon such distress, in its discretion, said tenancy shall terminate.

The Tenant hereby covenants and agrees that he will at anytime from and after the date hereof, upon sixty (60) days' notice in writing requesting possession of said premises, yield full possession thereof and remove from the same at the expiration of sixty (60) days from and after the date when said notice has been given him.

If the Tenant has crops growing in the ground and if at the sole discretion of the Landlord it is concluded the Tenant shall not be given the right to enter upon the premises, after the expiration of 60 days, to cultivate and harvest said crops, and in the event the Landlord and Tenant are unable to agree upon their fair value, then their value shall be determined by an award to be made by three (3) arbitrators, one of whom shall be named by the Landlord, the second by the Tenant and these two shall choose a third arbitrator or umpire and the value of the crops so determined shall be paid to the Tenant by the Landlord but the amount payable to the Tenant shall not exceed the sum of \$200.

It is agreed that the tenancy hereby created shall continue from the expiration of the above term as a tenancy from year to year, at the same rental, and on the same terms, unless one party or the other shall give the other six months' written notice to the contrary, during the present term, or any term thereafter.

All notices required to be served on the Tenant under the terms of this lease are to be sent to him by Registered Mail at Lothian Post Office, Maryland and all notices to be served on the Landlord may be sent by Registered Mail to it at 13 South Street, Baltimore, Maryland.

Attest:

J. K. Brigstocke  
Asst. Secretary

By I. C. Connor Chas. F. Lechthaler  
Vice President Real Estate Officer

Witness:

John Clayton

Emory Jones (Seal)

Summons.

Maryland, Sct.

The State of Maryland

To John Sellman Woollen, an incompetent, of Baltimore County, Greeting:

You Are Hereby Commanded, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis, on the first Monday of January 1941 next, to answer the complaint of Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Last Will & Testament of Maria Weems, Deceased, et al., against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 4th day of November 1940.

Issued 31st day of December 1940.

(Circuit Court Seal) John H. Hopkins, 3rd., Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th day of January 1941

(Frederick J. Singley) Returnable 1st Monday Jany. 1941.

(Sol. ) Summoned John Sellman Woollen, an Incompetent, by reading Subpoena, to him and a Copy of Subpoena left with him and a Copy of Subpoena left with Dr. Silas W. Weltner, Superintendent Spring Grove State Hospital, this 4th day of January, 1941

Wm. G. Lynch, Sheriff.

Petition And Order Appointing Guardian Ad Litem. Filed Jany. 10th., 1941 Order Jany. 13, 1941

To The Honorable, The Judges Of Said Court:

The petition of the Plaintiffs in this case, respectfully represents to your Honors:

1st. That John Sellman Woollen, the defendant in this cause, who is an incompetent, has been duly summoned.

2nd. That said John Sellman Woollen, the incompetent defendant, has a duly appointed and constituted Committee, namely Agnes Woollen Fowke. Said Committee as such, is a party plaintiff in this proceeding, but she is however also a plaintiff in her individual capacity and in her own right.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad litem to appear and answer for said Incompetent Defendant, and suggests that James P. Walsh, who has no interest whatsoever in this suit, be appointed Guardian ad litem.

And as in duty bound, etc.

Frederick J. Singley

Solicitor for Plaintiffs.

Ordered by the Circuit Court for Anne Arundel County, in Equity, on this 13th day of January, 1941, upon the foregoing petition that James P. Walsh, be and he is hereby appointed Guardian ad litem for the Incompetent Defendant John Sellman Woollen, named in the foregoing petition, and he is hereby directed to appear and file his Answer in his behalf.

Ridgely P. Melvin, Judge.

Safe Deposit and Trust Company of Baltimore,  
Substituted Trustee, et al,

Equity Docket 11 folio 97 No. 8124  
In The Circuit Court For  
Anne Arundel County

vs.

John Sellman Woollen, an Incompetent.

Answer of James P. Walsh, Guardian ad Litem. -- Filed Jany. 17, 1941.

To The Honorable, The Judges Of Said Court:

The Answer of John Sellman Woollen, the Incompetent Defendant named in the Bill of Complaint in this Court against him exhibited, by James P. Walsh, his duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being an Incompetent (having been adjudicated non compos mentis) can-

not admit nor deny, the allegations set up in said Bill of Complaint and therefore submits his rights to the protection of this Honorable Court.

And as in duty bound, etc.

James P. Walsh  
Guardian Ad Litem.

Petition for leave to take testimony and Order of Court thereon. --Filed Jany. 17" 1941.

To the Honorable, the Judges of said Court:

The petition of the Plaintiffs in this case, respectfully shows that they desire to take testimony in this case and respectfully pray that leave be granted to do so before one of the standing Examiners of this Court.

Frederick J. Singley  
Solicitor for Plaintiffs.

Ordered, this 17th day of January, 1941, that leave be granted to the parties to the cause, to take testimony, as prayed, before any one of the standing Examiners of this Court.

Ridgely P. Melvin, Judge.

Safe Deposit and Trust Co.

vs.

John Sellman Woollen, An Incompetent.

No. 8124 Equity.

In the Circuit Court For

Anne Arundel County.

Testimony on behalf of Plaintiff. -- Filed Feby. 3rd., 1941.

Present:-

January 31st.1941

Mr. Frederick J. Singley, Solicitor for Plaintiffs.

Mr. Thomas M. C. Copenhaver, Solicitor for Guardian Ad Litem for incompetent.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Order of Court January 17th, 1941.

----- Agreement of Counsel to waive signatures.

Witnesses:

Elizabeth Sellman Trapnell, ----- 2 to 8

Joseph D. Lazenby, ----- 9 to 10

Charles E. Riordan, -----11 to 12

Elizabeth Sellman Trapnell, a witness of lawful age, being first duly sworn, deposes and says:-

(Mr. Singley) 1. State your name and residence?

A. Elizabeth Sellman Trapnell, 729 St. Johns Road, Baltimore, Md.

2. Do you know the parties to this suit?

A. Yes, I know all the parties, I am one of the Plaintiffs.

3. The Bill of Complaint in this case has been filed for the purpose of effecting the sale of a farm in the Eighth Election District of Anne Arundel County known as Meadow Brook Farm, and ratification of contracts of sale for three parts of the farm is being asked of the Circuit Court. These three parts embrace the entire farm. Will you give us such information as you have with regard to the title of the farm, how long has it been in the family?

A. Meadow Brook Farm has been in our family for over one hundred years?

The first owner was Thomas Sellman, he died a widower leaving no will, and had two children, John Sellman and Eleanor Sellman who married William Hall.

4. I show you a certified copy of a deed dated the 23rd day of October, 1833 between John

Sellman of Anne Arundel County and William H. Hall, Jr. and Eleanor D. Hall, marked Plaintiff's Exhibit No. 1 with the Bill of Complaint, recorded among the Land Records of Anne Arundel County in Liber W. S. G. No. 18, folio 256, tell me, if you know, what disposition was made of the Meadow Brook Farm by this deed?

A. By this deed John Sellman acquired title to the Meadow Brook Farm, and by the same deed his sister, Mrs. Eleanor D. Hall acquired other property of approximately the same value, so that the deed effected a division of their father's estate.

5. Has any part of this Meadowbrook Farm property ever been sold, to your knowledge?

A. Yes, John Sellman sold to John Compton 40 acres of it.

6. Other than the sale to Mr. Compton have any sales been made until the present Contracts?

A. No, none.

7. I show you three Contracts,-

one dated November 12th, 1940 between The Safe Deposit and Trust Company of Baltimore, as substituted Trustee, and Elizabeth Gray Coit, which calls for 69.161 Acres, part of Meadowbrook Farm,

Offered and filed as Exhibit B.

Another dated November 7th, 1940 between The Safe Deposit and Trust Company of Baltimore, Substituted Trustee, and Emily H. Wilson for 81.520 acres, part of Meadowbrook Farm, filed as Exhibit C.

And another Contract between The Safe Deposit and Trust Company of Baltimore, substituted Trustee, and Walter B. Mangels for 69.684 acres,

filed as Exhibit D herewith.

To each of these Contracts is attached a Blue Print of a survey made by E. V. Coonan and Company dated August 14th, 1939. These prints show a total area of 220.365 acres. Does this plat embrace all of the remaining unsold portion of the farm?

A. These areas together comprise 220.365 acres shown on the Plat.

8. What relation to you was John Sellman?

A. He was my Great Grandfather.

9. Can you give us approximately the date of his death, and can you tell us whether or not he left a Will?

A. He died October 10th, 1870, he left no will.

10. Who survived him as his heirs?

A. Elizabeth Selby Sellman, his widow, Maria Sellman Weems, his daughter.

11. He had no other children or descendants?

A. No other children or descendants.

12. Is Mrs. Elizabeth Selby Sellman, his widow, living or dead?

A. She is dead. She had a life interest in the estate which passed to her daughter, Maria Sellman Weems.

13. What relation is Maria Sellman Weems to you?

A. She was my Grandmother.

14. Her sole heir at law was Maria Sellman Weems?

A. Yes.

15. Is Maria Sellman Weems living or dead?

A. She is dead, she died in 1900.

16. Did Maria Sellman Weems leave a Will?

A. She left a Will.

17. I show you Plaintiff's Exhibit No. 2 entitled Last Will and Testament of Maria Weems of Anne Arundel County, dated 21st day of February, 1893, certified to by the Register of Wills as being a certified copy from the original and ask you whether or not that is a copy of your Grandmother's will?

A. Yes, this is a copy of my Grandmother's Will.

Now filed as Exhibit E with testimony.

18. Will you look at that and tell us to whom the residue of your Grandmother's estate was devised and bequeathed to?

A. She left her estate to John Glenn and John Glenn, Jr., as Trustees for my mother, Agnes Maria Woollen during her life time.

19. Is Agnes Maria Woollen, your mother still living?

A. Yes.

20. Was this Meadowbrook Farm a part of this Trust Estate?

A. Yes it was.

21. Under the terms of this Will of Maria Weems, she directed her Trustees, on the death of Agnes Maria Woollen, your mother, to divide the estate into as many parts as she the said Agnes Maria Woollen had children surviving; that after the death of your mother, Agnes Maria Woollen, the property known as Meadowbrook Farm was to be held in Trust for John Sellman Woollen until he attained the age of 25 years, at which time he was to take his portion of the property free of the trust.

22. What relation to you is John Sellman Woollen?

A. He is my brother.

23. Is he living or dead?

A. He is living.

24. Has he attained the age of twenty-five years?

A. Yes, he has.

25. Has there been any change in the Trusteeship since the appointment made by this Will of John Glenn and John Glenn, Jr?

A. Yes.

26. What changes have been made in the Trusteeship?

A. John Glenn, one of the Trustees, died on March 30th, 1896 before the date of my Grandmother's death, and never qualified; and John Glenn, Jr. the surviving Trustee under the Will, administered the estate in the Circuit Court No. 2 of Baltimore City, until September 24th, 1930, when, on his own Petition John Glenn, Jr. was relieved of the Trusteeship, on his own request, and his brother-in-law, George G. Carey, appointed in his stead.

Mr. Carey served as such Trustee until his death in December, 1932; whereupon by Decree of the Circuit Court No. 2 of Baltimore City, dated April 17th, 1933, The Safe Deposit and Trust Company of Baltimore was appointed in his stead, and has been acting as Trustee ever since.

27. I show you a paper marked Order of Court April 17th, 1933 and ask you whether or not this is a certified copy of the Order of the Circuit Court No. 2 of Baltimore appointing The Safe Deposit and Trust Company as substituted Trustee in the place and stead of George G.

Carey, deceased.

A. Yes it is.

Filed as Exhibit F with the testimony.

28. Under the provisions of the Will of your Grandmother, Mrs. Maria Weems, should your brother, John Sellman Woollen die before your mother (who is now living) without leaving descendants, the title to Meadowbrook Farm would then descend to all other descendants of Agnes Maria Woollen?

A. Yes.

29. Will you let us know who are the children and descendants of Agnes Maria Woollen, naming them all?

A. There are four living children of my mother, Agnes Maria Woollen:-

(1) John Sellman Woollen, her son.

He is a widower, his wife, Eleanor Wilson Woollen being now deceased, he is the Defendant hereto.

He has the following children, namely:

(a) Elizabeth W. Woollen, daughter, an adult, unmarried, one of the Plaintiffs.

(b) Agnes Weems Woollen, daughter, unmarried, an infant under age.

(c) John Sellman Woollen, Jr., son, unmarried and an infant under age of 21.

(d) Ella Gott Woollen, daughter, unmarried, an infant under age of 21.

The infants (b) (c) (d) are plaintiffs herein by their next friend, Agnes W. Fowke.

Mrs. Eleanor Wilson Woollen, the wife of John Sellman Woollen has been dead about fifteen years.

(2) Virginia W. Grantham, a daughter, who is married to Aubrey B. Grantham. They are both adults and parties plaintiffs hereto, their children are as follows:

(a) Jean Grantham, and  
(b) Virginia Grantham,

Both of these children are under the age of 21 years, unmarried and Plaintiffs hereto by their next friend, Aubrey B. Grantham.

(3) Agnes W. Fowke, a daughter, who is married to William Augustus Fowke.

Both are adults and parties hereto. They have the following children:-

(a) William Augustus Fowke, Jr. unmarried, an adult and Plaintiff.

(b) Eleanor Sellman Fowke and

(c) Jane Ferguson Fowke

(b) and (c) are both unmarried and infants and are plaintiffs hereto by their next friend, William Augustus Fowke, Sr.

(4) Elizabeth Sellman Woollen Trapnell, a daughter,

married to Joseph Trapnell, III; both adults and Plaintiffs hereto.

They have the following children:-

(a) Elizabeth Sellman Trapnell  
(b) Joseph Trapnell, IV.  
(c) Henry Rogers Trapnell

All of these three children are infants, unmarried and Plaintiffs hereto by their next friend, Joseph Trapnell, III.

30. All of the parties named here by you are parties to this Bill of Complaint? A. Yes.



31. Does your mother, Agnes Maria Woollen, have any other children or descendants of any deceased child?

A. No, these are all the children and descendants.

32. With regard to your brother, John Sellman Woollen, is he suffering under any disability at this time?

A. Yes he is.

33. Will you tell us whether or not proceedings have been instituted and what, in this County?

A. An Inquisition was issued out of the Circuit Court for Anne Arundel County under which my brother was adjudicated to be a non compos mentis by a Sheriff's Jury. This Inquisition was confirmed on May 10th, 1939, and my sister, Mrs. Agnes W. Fowke, has been appointed by the Court as Committee of the person and Estate of my said brother, John Sellman Woollen, (now represented herein by Guardian ad Litem appointed by the Court, and has filed an Answer on his behalf.)

34. Agnes W. Fowke, as Committee of the person and estate of John Sellman Woollen is a party to this case?

A. Yes, she is one of the Plaintiffs.

35. There is an allegation in the Bill of Complaint that it will be to the benefit and advantage of all persons having any possible interest in the Meadowbrook Farm, including your mother as life tenant, your brother the remainder man, and other parties interested, that the farm be sold, and that the three Contracts of Sale which have been entered into be ratified, will you tell us whether, in your opinion, it will be to the interest and advantage of all the parties that these sales be confirmed?

A. Yes, it certainly would be to the interest of every one. My brother is not able to live there any more, and don't seem to be able to find a tenant who can make any more than the taxes, insurance and upkeep of the farm, and it is deteriorating very rapidly. We think it best to sell, and to best advantage in three parts rather than as a whole, and to invest the fund, the income to go to mother during her life time, and then to my brother.

36. Under your Grandmother's Will the Meadowbrook Farm was definitely allotted to your brother?

A. The Meadowbrook Farm was a one-fourth of the estate, it was to be his share, and if it was not 1/4 he was to get other money to make up for it, and if it was it was to be his share.

To the general question under the rule the witness says:-

A. I don't think so, that seems to take care of everything.

Signature waived by agreement.

Joseph D. Lazenby, a witness of lawful age, being first duly sworn deposes and says:-  
(Mr. Singley) 1. State your name, residence and occupation?

A. Joseph D. Lazenby, Annapolis, Md., Real Estate Dealer.

2. How long have you been in the Real Estate business?

A. Since 1932.

3. Are you familiar with real estate values in Anne Arundel County?

A. Yes.

4. Do you know Meadowbrook Farm which is the subject of the Bill of Complaint filed in this case?

A. Yes.

5. Have you seen the property and know its improvements?

A. Yes.

6. Are you qualified to testify as to the market values of properties in the Eighth Election District of Anne Arundel County?

A. Yes.

7. I show you three Contracts of Sale which are to be submitted for ratification by The Safe Deposit and Trust Company of Baltimore as Trustee. The first covers a sale to Elizabeth Gray Coit, the price is \$4500 for 69.161 acres; the second is a Contract with Emily H. Wilson for 81.52 acres for \$2,000; and the third is a Contract with Walter B. Mangels of 69.684 acres at \$2,000, all of which are shown on the plat and filed with the several Contracts, Exhibits B-C and D, and the three of which comprise the entire acreage of Meadowbrook Farm, - will you tell the Court whether or not you believe that the sales at these prices are the fair and adequate market price for the property described?

A. I would say they are very fair.

8. Would you recommend to the Court the ratification of these Contracts at the prices therein named?

A. Yes I would.

9. Do you believe that the three sales as indicated have produced, or will produce a greater price than by offering it as an entirety?

A. I think produced a better price. Further, we were not able to sell the entire farm.

10. Will you tell the Court what efforts, if any, were made to sell the property as an entirety before you determined on a division?

A. The property was listed with me in 1939 with instructions to sell it and submit offers obtained for the property, we did obtain a few insignificant offers, but nothing to approximate \$8500, so we were not able to sell it as an entirety, and that verifies my opinion of the price in the contracts and the method of sale.

11. Do you believe, after your experience, that the properties have been sold for the most money you could expect to get?

A. I do, the \$8500 aggregate price is more than any offer I received while trying to sell the property as a whole.

12. Are there improvements on all of the tracts, and if so, will you describe them?

A. On the 81 acre tract there are no improvements. On the tract on which the dwelling is situate, is a dwelling, small outbuildings and barn, that is the Coit tract, and on the other tract there is a tenant house occupied by a negro family, when I was there, in rather bad condition, the buildings are all in rather bad repair as a whole.

13. Did your examination of the premises indicate whether or not the property had been kept up?

A. The land had not been kept up, had been farmed in patches or spots, but not in good state of cultivation. The improvements had not had anything done to them, at least during the time I have been familiar with the property, indicating they were definitely run down.

To the general question under the rule the witness says:-

A. No. Signature waived by agreement of Counsel.

Charles E. Riordan, a witness of lawful age, being first duly sworn, deposes and says:-

(Mr. Singley) 1. State your name and residence?

A. Charles E. Riordan, 2 E. Lexington st., Baltimore, Md.

2 . What is your profession?

A. I am a Real Estate Broker.

3. Tell us how long you have been in the Real Estate business?

A. 22 years.

4. Are you familiar with the values of land in Anne Arundel County, and particularly in the Eighth Election District of Anne Arundel County?

A. Yes.

5. Do you know the fair market value of farms in the neighborhood in which this Meadowbrook Farm is situate in the Eighth District?

A. Yes, I do.

6. I show you these three Contracts of Sale which are to be submitted for ratification to the Court by the Safe Deposit and Trust Company as Trustees.

The first covers a sale to Elizabeth Gray Coit, the price is \$4500 for 69.161 acres; the second is a Contract with Emily H. Wilson for 81.52 acres for \$2,000; and the third is a contract with Walter B. Mangels of 69.684 acres at \$2,000, all of which are shown on the Plat and filed with the several Contracts offered as Exhibits B-C-D, and the three of which comprise the entire acreage of Meadowbrook Farm,- will you tell the Court whether or not you believe that the sales at these prices are the fair and adequate market price for the property described?

A. It is.

7. Will you tell us whether or not you believe it would be to the best interest of all the parties in this case that these properties be sold at the prices mentioned?

A. I tried to sell the property myself as a whole for a year and a half, I have offices in both Baltimore and Washington, and I tried both, and the prices you mention aggregating \$8500 is 20% better than any offer I ever had as a whole for the property.

8. Do you recommend to the Court selling this property in the three parcels as outlined, rather than continue efforts to sell it in its entirety?

A. I recommend it be sold as under these Contracts.

9. Do you believe that the prices we have obtained under these Contracts are fair and reasonable market value of the property, and all that the property is worth?

A. Yes I do.

10. Will you tell us what you know of the character of the improvements and the quality of the land itself, justifying your opinion?

A. As far as the improvements are concerned, on the place that sold for \$4500, are quite run down, the land has not been worked for sometime except in patches. The dwelling is of very old type, rambling effect, and deteriorated very much, the outbuildings are in the same condition. On the other two tracts, the 81. acre tract has no improvements, and the other parcel has a small tenant house in bed repair been occupied by negroes.

11. In view of the testimony that you have heard that Mr. Woollen himself is not able to reside on the property, what is your experience as to the effect of non-residence on the improvements repairs to the property?

A. Naturally they depreciate greatly, somebody has to be there to look after the property.  
 12. Do you recommend to the Court the ratification of these Contracts at the prices given, as being not only fair market value of the properties themselves, but do you believe it is the most that could possibly be obtained after the experience you have had with this property?

A. Yes I do do that.

To the general question under the rule the witness says:-

A. No.

Signature waived by agreement of counsel.

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired on their behalf, and the Defendant not being desirous of taking any testimony, this testimony is now closed and at request of Solicitors for Plaintiff and Defendant is returned to the Court.

Witness my hand and seal this 3rd day of February, 1941.

Jno. S. Strahorn, (Seal)  
 Examiner.

Safe Deposit and Trust Company of Baltimore,  
 Substituted Trustee, et al,

Equity Docket 11 - 97 No. 8124

In The Circuit Court For

Vs.

Anne Arundel County.

John Sellman Woollen, an Incompetent.

Exhibit Examiner -- Filed Feby. 17" 1941.

No. 4620-A

ORDER OF COURT Filed April 17, 1933

Upon the foregoing Petition, Affidavit and Consent, it is this 17th day of April, 1933, by the Circuit Court No. 2 of Baltimore City, Ordered:

That the Safe Deposit and Trust Company of Baltimore be and it is hereby appointed Trustee in the above entitled cause, in the place and stead of George G. Carey, deceased.

Eugene O'Dunne Judge.

State of Maryland, City of Baltimore, ss:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court signed on the 17th day of April, 1933. now on file in this office in the cause therein entitled EX PARTE IN THE MATTER OF THE TRUST ESTATE UNDER THE WILL OF MARIA WEEMS, DECEASED, ETC.

Docket 9A-120

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 23rd. day of January A. D. 1941

(Court Seal)

Charles A. McNabb, Clerk.

Safe Deposit and Trust Company of Baltimore,  
 Substituted Trustee, et al

Equity Docket 11-97 No. 8124

In The Circuit Court For

Vs.

Anne Arundel County.

John Sellman Woollen, an incompetent

Decree February 17, 1941 -- Filed Feby. 17" 1941.

This cause being at issue and having been submitted and the bill, answer, testimony, exhibits and other proceedings having been by the Court read and considered, and it appearing to the Court that a sale of the property in this proceeding is advantageous to the parties concerned:

It is thereupon, this 17th day of February, 1941, by the Circuit Court for Anne Arundel County, In Equity, Adjudged, Ordered and Decreed:

1- That the farm or tract of land situate in the Eighth Election District of Anne Arundel County, described in these proceedings and known as "Meadow Brook" or "Meadow Brook Farm" be sold and that Safe Deposit And Trust Company Of Baltimore be and it is hereby appointed Trustee for the purpose of making said sale.

2 - That the sale of said farm in three parts, viz:  
69.161 acres, more or less, to Elizabeth Gray Coit at and for the sum of Four thousand five hundred dollars (\$4500.-), of 69.684 acres, more or less, to Walter B. Mangels at and for the sum of Two thousand dollars (\$2000.00), and of the remaining 81.520 acres, more or less, to Dr. Emily H. Wilson at and for the sum of Two thousand dollars (\$2000.00), upon the terms and subject to the conditions and provisions respectively set forth in the contracts of sale entered into between Safe Deposit and Trust Company of Baltimore, Substituted Trustee under the Last Will and Testament of Maria Weems and said respective purchasers, said contracts having been duly filed in this proceeding with the Bill of Complaint, be and the same are hereby finally ratified and confirmed.

3- That upon payment to the said Trustee by said Elizabeth Gray Coit, Walter B. Mangels, and Dr. Emily H. Wilson respectively of the purchase money for the parts of said farm respectively purchased by them, after proper adjustment of taxes and other expenses in accordance with said contracts of sale, said SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE under this decree, shall execute and deliver to each of said purchasers a good and sufficient deed in fee simple for the portion of said farm bought by her or him respectively, free, clear and discharged of all right, title, claim and demand of the parties to this proceeding and those claiming by, from through or under them, said deeds to be subject to and contain the stipulations, reservations and conditions fully set forth in said contracts of sale respectively applicable to each deed.

4- And said SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE under this decree, shall bring into this Court the money arising from said sales, and after deducting the costs of this proceeding and such commissions to said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith it shall appear to have discharged its trust, shall hold the balance of said fund subject to the further order of this Court.

Ridgely P. Melvin, Judge.

Safe Deposit and Trust Company of Baltimore,  
Trustee, et al,

Vs.

John Sellman Woollen, an Incompetent.

Equity Docket No. 11 folio 97  
#8124.

In the Circuit Court For

Anne Arundel County.

Petition and Report of Safe Deposit and Trust Company of Baltimore, Trustee.  
Filed April 2" 1941. Order April 2, 1941 Fd.

To the Honorable, the Judges of said Court:

The Petition and Report of Safe Deposit and Trust Company of Baltimore, Trustee appointed by the decree of this Court, passed in the above entitled cause on February 17, 1941, respectfully shows:

That it has consummated the sales of the various portions of the property affected by these proceedings, has received the purchase money therefor in full and has executed, acknowledged and delivered to the purchasers deeds for said property.

Said purchase money is now in its hands, ready for distribution in accordance with the provisions of the will of Maria Weems, and it appends hereto an account of its receipts and disbursements, as well as a copy of the memorandum of settlement with each of the three purchasers.

Wherefore your petitioners prays that the papers in this case may be referred to one of the Auditors of this Court for the purpose of stating an account distributing said proceeds of sale in accordance with the provisions of the Last Will and Testament of Maria Weems, deceased, in which account your Petitioner also prays that it be allowed the commissions usually allowed to Trustees making sale of real estate under the decrees or orders of this Court.

And as in duty bound, etc.,

SAFE DEPOSIT AND TRUST COMPANY OF  
BALTIMORE, TRUSTEE.

Frederick J. Singley  
Solicitor.

By I. C. Connor,  
Vice-President

State of Maryland, Baltimore City, To Wit:

I Hereby Certify That on this 31st day of March in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland duly commissioned and qualified in and for the City of Baltimore aforesaid, personally appeared I. C. Connor, Vice-President of Safe Deposit and Trust Company of Baltimore, Trustee appointed by decree of Circuit Court for Anne Arundel County, in Equity, dated February 17 1941, in above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing petition and report, and the accounts attached thereto, are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

My commission expires May 5, 1941

(Notarial Seal) W. Leslie Eskridge  
Notary Public.

Upon the foregoing Petition and Report and Affidavit, it is this 2nd day of April, 1941, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered:

That the papers in the above entitled cause be referred to Miss Laura R. Jickling, the Auditor of this Court for the purpose of stating an account. The Trustee is allowed the usual commissions.

Ridgely P. Melvin, Judge.

Safe Deposit and Trust Company of Baltimore,  
Trustee, et al

No. 8124 Equity

vs.

In The Circuit Court For

John Sellman Woollen, an Incompetent

Anne Arundel County.

Auditor's Report and Account -- Filed April 15th. 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Safe Deposit & Trust Company of Baltimore, Substituted Trustee, et al, vs. John Sellman Woollen, and incompetent in ac. with Safe Deposit & Trust Company of Baltimore, Trustee under Decree of February 17, 1941.

|   |    |          |
|---|----|----------|
| To Trustee for Commissions (Order 4/2/41) | \$ | \$285.00 |
|---|----|----------|

To Trustee for Court costs, viz:

|  |              |       |
|--|--------------|-------|
| Plaintiffs' Solicitor's appearance fee | 10.00        |       |
| Clerk of Court - costs                 | 61.85        |       |
| W. G. Lynch - Sheriff's costs          | 1.70         |       |
| Auditor                                | <u>18.00</u> | 91.55 |

To Trustee for Expenses, viz:

|  |            |        |
|--|------------|--------|
| Edward V. Coonan & Co. - survey and plat           | 190.00     |        |
| Balto. Photo & Blue Print Co. - copies of plat     | 1.44       |        |
| Balto. Photo & Blue Print Co. - photostatic copies | 2.88       |        |
| Jos. D. Lazenby - testimony                        | 50.00      |        |
| Charles E. Riordan - testimony                     | 50.00      |        |
| Frederick J. Singley - counsel fee                 | 350.00     |        |
| order nisi on                                      |            |        |
| Capital-Gazette Press - auditor's acct.            | 5.00       |        |
| Certified copies of will, deed, etc.               | 7.50       |        |
| John S. Strahorn - examiner                        | 16.00      |        |
| Juliet D. Strahorn - stenographer                  | 10.00      |        |
| J. R. Taylor - expense trip to Annapolis           | 2.75       |        |
| multigraph "for                                    |            |        |
| Addison Letter Service - sale" forms               | 1.65       |        |
| One-half Federal revenue stamps                    | 4.68       |        |
| One-half State revenue stamps                      | 4.25       |        |
| F. J. Singley - expenses (title examination)       | 4.00       |        |
| Telephone calls                                    | 10.58      |        |
| Notary public - affidavit                          | <u>.25</u> | 710.98 |

To Safe Deposit & Trust Co., Substituted Trustee under the Will of Maria Weems, - this balance subject to further order of Court

7,412.47

\$8,500.00

Cr. Feb. 15, 1941 Proceeds of Sale of "Meadow-Brook Farm", as follows:

|              |                   |
|--------------|-------------------|
| 69.684 acres | \$2,000.00        |
| 81.520 acres | 2,000.00          |
| 69.161 acres | <u>4,500.00</u>   |
|              | <u>\$8,500.00</u> |

ORDER NISI

Ordered, This 15th., day of April, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 17th., day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th., day of May next.

John H. Hopkins, 3rd.,  
Clerk.

## Certificate of Publication

Annapolis, Md., May 12, 1941.

We hereby certify, that the annexed Order Nisi - John Sellman Woollen - Aud. Acct. Eq. 8124 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for \_\_\_\_ successive weeks before the 17th day of May, 1941. The first insertion being made the 17th day of April, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 21 day of May, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,  
Judge.

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In The Matter of Mrs. Elizabeth R.  
Kirkpatrick-Howat

No. 6567 Equity.  
In The Circuit Court For  
Anne Arundel County.

Mr. Clerk:

Please file, etc.

Charles McH. Howard

Solicitor for Petitioner

Petition of Committee for Authority to sell No. 1041 St. Paul St., in Balto. City, &  
Order directing Testimony to be taken in support thereof. Filed March 19<sup>th</sup> 1941.

To The Honorable, The Judge Of Said Court:

The petition of the Safe Deposit and Trust Company of Baltimore, Committee of the person and estate of Mrs. Elizabeth R. Kirkpatrick-Howat, respectfully shows:

1. That upon inquisition duly taken in this cause, Mrs. Elizabeth R. Kirkpatrick-Howat was found to be of unsound mind, and by order passed on July 29, 1933, said inquisition was confirmed and your petitioner was appointed Committee of the person and estate of the said Elizabeth R. Kirkpatrick-Howat; and it has since managed her affairs under the order and direction of this Court.

2. That among the property owned by your petitioner's said ward is a lot of ground in Baltimore City at the southeast corner of St. Paul and Chase Streets, fronting about twenty-four feet three and one-half inches on the east side of St. Paul Street with an even rectangular depth binding on Chase Street of about one hundred and twenty-three feet to a ten foot alley in the rear; said lot being improved by a four story brick dwelling with two story back building and brick stable or garage on the rear, known as No. 1041 St. Paul Street; said lot being leasehold property subject to an annual ground rent of \$339.50; all of which will more fully appear by reference to the deed by which Mrs. Howat acquired said property (under her then name of Elizabeth R. Gordon) which is filed herewith as part hereof, marked "Petitioner's Exhibit A".

3. That said property was purchased by Mrs. Howat to be used as a <sup>town</sup>/residence for herself and her family. Your petitioner has heretofore been authorized to maintain the same by orders passed in this cause. Said house is however no longer used as a home for Mrs. Howat or for any members of her family; nor does there seem to be any likelihood that it will hereafter be required or useful for such purpose.

4. That the taxes, water rent, ground rent, cost of insurance, salary of caretaker and other items make up a total expense of about twenty-two hundred dollars per annum upon said property, not including the household expense during such time as the house has been kept open, and not including any allowance for repairs. The values of property in said neighborhood have been steadily depreciating during recent years. For all of said reasons it will be for the benefit and advantage of your petitioner's said ward, and of her estate, that said property be sold in order that the proceeds of such sale may be reinvested in other property as authorized by Article 16, Section 127, etc., of the Annotated Code of 1939, of Public General Laws.

5. That your petitioner has received an offer to purchase said property from Mr. Arthur

Gerlach, at and for the price of fifty-two hundred dollars (not subject to any broker's commission). After consideration of said offer (which was at first made for a smaller amount) your petitioner believes that the same is a fair and advantageous price and better than could be obtained by offering said property at public auction, or in any other way. Your petitioner therefore conditionally accepted such offer, subject to authority to be obtained from this Honorable Court and subject to ratification by this Court, and said proposed purchaser made a deposit of five hundred dollars with your petitioner. Your petitioner files herewith as part hereof said contract.

Your petitioner therefore prays that leave may be given to take proof of the value, quantity and condition of said property and to show that it is for the interest and advantage of your petitioner's said ward that an order or decree for the sale thereof be made; and that if the Court shall so find, an order or decree for such sale may be entered, and that if the Court shall approve of a sale at said price to said proposed purchaser, that then such sale may be ratified and confirmed, in order that the proceeds of such sale may be reinvested in conformity with the statute above mentioned.

Charles McH. Howard  
Solicitor for Petitioner.

Respectfully submitted,  
Safe Deposit And Trust Company  
Of Baltimore, Committee  
By R. S. Opie  
Vice President.

State of Maryland, Baltimore City, To-Wit:

I Hereby Certify, That on this 18th day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Reginald S. Opie, Vice President of the Safe Deposit and Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Wm. B. Stewart  
Notary Public.

In The Matter of Mrs. Elizabeth  
R. Kirkpatrick-Howat

In The Circuit Court For  
Anne Arundel County  
In Equity - No. 6567

Ordered, this 19th day of March, 1941, upon the petition of the Safe Deposit and Trust Company of Baltimore, Committee of the person and estate of Mrs. Elizabeth R. Kirkpatrick-Howat heretofore appointed in this cause, applying for authority to sell the leasehold lot of ground and premises known as No. 1041 St. Paul Street, in Baltimore City, that proof be taken as to the value, quantity and condition of said property, and the facts which are alleged to make the sale thereof advisable; and that such evidence may be taken before one of the regular examiners of this Court.

Ridgely P. Melvin \_\_\_\_\_

Petitioner's Exhibit A With Petition for Sale of 1941 St. Paul Street, Balto.

Filed March 19<sup>th</sup> 1941.

This Deed, Made this 1st day of June, in the year one thousand nine hundred and ten, be-

tween William Kennedy Cromwell and Sallie G. Cromwell, administrators of Richard Cromwell as hereinafter mentioned, of the one part, and Elizabeth Ringo Gordon, of the City of Baltimore, in the State of Maryland, of the second part.

Witnesseth, whereas by an order of the Orphans' Court of Baltimore County, dated on the 22nd day of March, in the year one thousand nine hundred and ten, passed in the estate of Richard Cromwell, late of Baltimore County, deceased, the above named William Kennedy Cromwell and Sallie G. Cromwell, administrators of the said Richard Cromwell, were authorized to sell the hereinafter described leasehold property; and after complying with all the previous requisites of said order, did, on or about the 22nd day of March in the year one thousand nine hundred and ten, sell unto the said Elizabeth Ringo Gordon, at private sale, at and for the sum of twenty thousand Dollars, the leasehold property, situate in the City of Baltimore and State of Maryland, thus described:

Beginning for the same at the corner formed by the intersection of the south side of Chase street and the east side of Saint Paul Street; and running thence southerly, binding on the east side of Saint Paul Street, twenty- four feet three and one-half inches to the centre of the partition wall between the house erected on the ground now being described and the house erected on the ground thereto adjoining to the south thereof; thence easterly, through the centre of said partition wall and parallel with Chase street, one hundred and twenty-three feet, more or less, to the west side of an alley ten feet wide; thence northerly, binding on said alley, with the right, use and privilege thereof in common, twenty-four feet three and one-half inches to the south side of Chase street; and thence westerly, binding on Chase street, one hundred and twenty-three feet, more or less, to the place of beginning.

Being the same lot of ground which, by an assignment dated October 6th, 1902, and recorded among the land records of Baltimore City in Liber R. O. No. 1981, folio 292, etc., was granted and assigned by John W. Hawkins and wife to Richard Cromwell; subject to the payment of the annual rent of three hundred and thirty-nine dollars and fifty cents, payable in equal semi-annual instalments on the first days of January and July in each and every year.

And Whereas, the aforesaid sale has been duly reported to, and ratified and confirmed by the said Orphans' Court of Baltimore County; and whereas, the purchase money aforesaid has been fully paid and satisfied to the said William Kennedy Cromwell and Sallie G. Cromwell, administrators as aforesaid, therefore these presents are executed.

Now This Deed Witnesseth, that the said William Kennedy Cromwell and Sallie G. Cromwell, administrators as aforesaid, for and in consideration of the premises, and of the sum of twenty thousand Dollars, to them in hand paid by the said Elizabeth Ringo Gordon, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do grant unto the said Elizabeth Ringo Gordon, her personal representatives and assigns, all the aforesaid leasehold property hereinbefore described, with its appurtenances, and all the right, title, interest and estate of the said deceased in and to the same.

To Have And To Hold the aforesaid leasehold property with its appurtenances, unto the said Elizabeth Ringo Gordon, her personal representatives and assigns, for all the residue and remainder of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject, however, to the annual rent of three

hundred and thirty-nine dollars and fifty cents, payable on the first days of January and July in each and every year during said term.

Witness the hands and seals of the said grantors.

Test:

Andrea P. Caldwell Jr.

William Kennedy Cromwell (Seal)

Sallie G. Cromwell (Seal)  
Administrators.

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 1st day of June, in the year one thousand nine hundred and ten, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William Kennedy Cromwell and Sallie G. Cromwell, administrators as aforesaid, and each acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

(Notarial Seal) Andrea P. Caldwell Jr.  
Notary Public

Petitioner's Exhibit B With Petition for Sale of 1041 St. Paul Street, Balto.

Filed March 19<sup>th</sup> 1941.

Baltimore, March 14<sup>th</sup> 1941.

It is agreed between the undersigned that the Safe Deposit and Trust Company of Baltimore, Committee for Elizabeth R. Kirkpatrick-Howat Vendor, has sold to Authur F. Gerlach Vendee, and the latter has purchased from the former all that lot of ground with the improvements thereon situate in Baltimore City known as 1041 St. Paul St. on the east side thereof having a frontage on St. Paul St. of about 24 feet 3½ inches with a depth of about 123 feet to a 10 foot alley subject to the payment of an annual ground rent of \$339.50 at and for the sum of Fifty-Two Hundred and 00/100 (\$5,200.) dollars, payable as follows: \$500. at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows: in cash upon ratification of this sale by the Circuit Court for Anne Arundel County as hereinafter mentioned.

Ground Rent, Taxes, Special Paving Tax, Water Rent and Insurance to be Adjusted and Apportioned to date of settlement.

The cost of United States Revenue Stamps to be affixed to the deed to the Vendee shall be divided equally between the Vendor and the Vendee.

This sale is made subject to authority to be obtained from the Circuit Court for Anne Arundel County and subject to ratification by the said Court.

Title to be good and merchantable, otherwise sale shall be void and the payment made at the signing hereof returned to the Vendee. If the Vendee's examination of the title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice from the Vendor to the Vendee (which notice shall be sufficient if mailed to the Vendee's post office address last known to the Vendor,) Vendor shall have the

right to treat this contract as null and void and retain the said cash payment as liquidated damages for the Vendee's breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

Witness our hands and seals: (Executed in duplicate.)

Attest:

(Corporate Seal)

Safe Deposit and Trust Company of Baltimore.  
Committee for Elizabeth R. Kirkpatrick-Howat

Wm. D. G. Wrightson  
Asst. Secretary

By R. S. Opie Chas F. Lechthaler  
Vice President Real Estate Officer

Witness:

V. G. Mitchell

Arthur F. Gerlach (Seal)

There are no brokers' Commissions on this sale  
Arthur F. Gerlach

In The Matter Of Mrs. Elizabeth R.

No. 6567 Equity.

Kirkpatrick-Howat

In The Circuit Court For  
Anne Arundel County.

Matter of Petition for Sale of 1041 St. Paul Street

DECREE April 16, 1941 -- Filed April 16" 1941.

Petition of Committee for sale of 1041 St. Paul Street, Baltimore.

The matter of the above-mentioned petition for sale of leasehold property having been submitted for decree upon the pleadings and evidence, and the proceedings having been by the Court read and considered:

It Is Thereupon this 16th day of April, 1941, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the above-mentioned leasehold property, being the same described in the deed filed as Petitioner's Exhibit A with said petition of the Committee, be sold, it appearing that such sale thereof will be to the interest and advantage of its ward; and that such sale thereof be made by the Safe Deposit and Trust Company of Baltimore as Committee of the person and estate of the said Elizabeth R. Kirkpatrick-Howat, heretofore appointed in this cause; in order that the proceeds of such sale may be invested in accordance with the terms of the Statute (Annotated Code, 1939, Art. 16, Sect.127) providing for the sale of property of persons non compos mentis.

And it further appearing that the proposed sale of said property to Arthur F. Gerlach, at and for the price of fifty-two hundred dollars, upon the terms set forth in the tentative contract of sale filed as Plaintiff's Exhibit B with the petition of the Committee, will be an advantageous one and a better price than could be obtained for said property by now offering the same for sale at public auction or otherwise, and that it will therefore be to the benefit and advantage of said ward that such proposed sale thereof be consummated and carried out, IT IS FURTHER ADJUDGED, ORDERED AND DECREED that said Committee file in this cause a report of such sale, with an affidavit of the truth thereof, and that upon the filing of such report an order nisi for the ratification thereof be issued in the usual form, and that upon final ratification by this Court of such sale after due publication of such order nisi, and upon compliance by said purchaser with the terms and provisions of said tentative contract of sale, said Committee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the said Arthur F. Gerlach the leasehold estate and property so sold, free, clear and discharged from all right, title or claim of the said Elizabeth R. Kirkpatrick-Howat and her said Committee, and all persons claiming by, from or under them or any of them.

And said Committee shall bring into this Court the money arising from such sale in order

that the same, after payment of all proper allowances, including the costs of this proceeding, may be reinvested so as to enure to the benefit of its said ward, Elizabeth R. Kirkpatrick-Howat.

Ridgely P. Melvin, Judge.

In The Matter of Mrs. Elizabeth  
R. Kirkpatrick-Howat

No. 6567 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed April 16" 1941.

To The Honorable, The Judge of the Circuit Court of Anne Arundel County:

The report of the Safe Deposit and Trust Company of Baltimore, as Committee of the person and estate of Mrs. Elizabeth R. Kirkpatrick Howat, ordered by a decree of this Court passed in the above entitled cause, dated the 16th April, 1941, to sell certain leasehold property therein mentioned, respectfully shows:

That in accordance with said Order said Committee has sold at private sale the leasehold property at 1041 St. Paul Street in Baltimore City to Mr. Arthur F. Gerlach of Baltimore City, for the sum of Fifty Two Hundred Dollars (\$5200.), the terms of said sale being as set forth in the tentative contract filed in this case.

Reginald S. Opie, Vice President  
Safe Deposit and Trust Company of Baltimore

State of Maryland City of Baltimore To Wit:

I Hereby Certify that on this 16th day of April, 1941, before me the subscriber, a notary public, in the State of Maryland and for Baltimore City aforesaid, personally appeared Reginald S. Opie, Vice President of Safe Deposit and Trust Company of Baltimore City, the Committee named in the above Report of Sale, and made oath, in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

My Commission Expires May 5, 1941.

(Notarial Seal) Wm. B. Stewart  
Notary Public

#### ORDER NISI

Ordered, this 16th., day of April, 1941, That the private sale of the property mentioned in these proceedings made and reported by Safe Deposit and Trust Company of Baltimore, as Committee of the person and estate of Elizabeth B. Kirkpatrick-Howat Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th., day of May next.

The report states that the amount of sales to be \$5200.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md. May 19, 1941

We hereby certify, that the annexed Order Nisi - Sale - Equity 6567 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of May, 1941. The first insertion being made the 17th day of April, 1941.

The Capital-Gazette Press, Inc.  
By Lillie L. French

In The Matter of Mrs. Elizabeth  
R. Kirkpatrick-Howat

No. 6567 Equity.  
In The Circuit Court For  
Anne Arundel County.

Submission for Decree -- Filed April 16th., 1941.

PETITION OF COMMITTEE  
FOR SALE OF 1041 ST. PAUL STREET, BALTIMORE

To The Honorable, The Judge Of Said Court:

The above proceeding is respectfully submitted for decree and the forty-first General Equity Rule is hereby waived.

Charles MCH. Howard  
Solicitor for Petitioner.

Wm. T. Tippet Jr.  
Atty. for Arthur F. Gerlach, purchaser.

ORDER OF COURT -- Filed May 19, 1941.

Ordered, by the Circuit Court of Anne Arundel County, this 19th day of May, 1941, that the sale made and reported by the Safe Deposit and Trust Company of Baltimore, Committee of the Person and Estate of Mrs. Elizabeth R. Kirkpatrick-Howat, be, and is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and it is further ordered that the trustee be allowed the usual commissions and that the costs of this proceeding be paid out of the estate.

Ridgely P. Melvin

|  |   |                          |
|--|---|--------------------------|
| In The Matter of the Sale of the Mort- | : | No. 8127 Equity.         |
| gaged Real Estate of Effie L. Jubb     | : | In The Circuit Court For |
| and James Jubb.                        | : | Anne Arundel County.     |

Mr. Clerk:

Please file

Robert E. Kindred, Assignee.

Original Mortgage -- Filed Jany. 7th., 1941.

This Mortgage, Made this 20th day of October in the year nineteen hundred and twenty-six, by Effie L. Jubb and James Jubb, her husband, of Anne Arundel County and the State of Maryland, parties of the first part, and John M. Appleton, of the County and State aforesaid, party of the second part.

Whereas there is justly due and owing by the parties of the first part to the party of the second part, Four Hundred and Twenty-five (\$425.00) Dollars, which said sum is to be paid on or before three years from the day of the date hereof.

The interest on the same at six per cent to be paid semi-annually. And for the purpose of securing the payment of said mortgage debt and interest this mortgage is executed.

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar, the said Effie L. Jubb and James Jubb, her husband, do grant and convey

unto John M. Appleton, his heirs and assigns, all that lot of ground situate in the Third Election District of Anne Arundel County, that is described as follows:

Being Lot No. 1, in Block C, fronting fifty feet on the Mountain Road and having a depth of two hundred feet, said lot being rectangular in dimensions and being a corner lot at the intersection of Mountain Road with a thirty foot street, as laid out on a plat of the sub-division of Jacobsville, made by Walter C. Munroe, Civil Engineer, June, 1921, for Raymond L. Moss. Said plat to be recorded among the Plat Records in the office of the clerk of the Circuit Court for Anne Arundel County

Being the same lot of ground that is described in a deed from Raymond L. Moss to Effie L. Jubb, bearing date July 26th, 1926, and is recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 28, folio 73, etc.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said John M. Appleton, his heirs and assigns, forever. Subject to a mortgage this day executed by the parties of the first part to the United Building and Loan Association of Glenburnie, Incorporated, for \$2,340.00.

Provided, that if the said Effie L. Jubb and James Jubb, her husband, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Hundred and Twenty-five Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Effie L. Jubb and James Jubb, her husband, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Effie L. Jubb and James Jubb, her husband, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said John M. Appleton, his personal representatives or assigns, or Bruner R. Anderson, his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five dollars and a commission to the party making sale of said prop-



ty equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there by) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Effie L. Jubb and James Jubb, her husband, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Four Hundred and Twenty-five Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Philip Morgan

Effie L. Jubb (Seal)

James Jubb (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 20th day of October in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Effie L. Jubb and James Jubb, her husband, the Mortgagors named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be their act. At the same time also appeared John M. Appleton, the within named Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Philip Morgan  
Notary Public.

For value received I hereby assign the within Mortgage to Bruner R. Anderson witness my hand and seal this 12th day of May, 1933

Witness: A. Howell Linthicum

John M. Appleton (Seal)

Received for Record 16 day of May 1933, at 9 o'clock A. M. and same day recorded in Liber W. M. B., No. 39, Fol. 237 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received I hereby assign the within Mortgage to Robert E. Kindred

Witness my hand and seal this 23 day of December 1940.

Witness: Viola Kindred

Bruner R. Anderson (Seal)

Received for Record 7 day of January, 1941, at 10 o'clock A. M. and the same day recorded in Liber W. M. B. No. 39, Fol. 237, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In The Matter of the Sale of the  
Mortgaged Real Estate of Effie L.  
Jubb and James Jubb.

No. 8127 Equity.  
In The Circuit Court For  
Anne Arundel County.

Statement of Account -- Filed Jany. 7th., 1941.

Effie L. Jubb and James Jubb, Jacobsville, Maryland.

To Bruner R. Anderson, Linthicum Heights, Maryland, Dr.

To Balance due on Principal \$173.50

To Interest from 9-15-38 to 1-28-41 24.73

\$198.23

Bond -- Filed Jany. 14" 1941

Know All Men By These Presents: That we, Robert E. Kindred, Assignee of mortgage hereinafter mentioned as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand Dollars (\$2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th, day of January, in the year of our Lord, nineteen hundred and forty one

Whereas, the above bounden Robert E. Kindred by virtue of the power contained in a mortgage from Effie L. and James Jubb to John M. Appleton, duly assigned for the purpose of foreclosure bearing date the 20th day of October, 1926 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 39, Folio 234 and the said Robert E. Kindred, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation Is Such that if the above bounden Robert E. Kindred, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

Robert E. Kindred (Seal)  
Assignee.

in the presence of

(Corporate Seal) United States Fidelity and Guaranty Company

Viola Kindred

By C. H. Chilcote  
Attorney-in-Fact.

Exceptions To Ratification Of Sale -- Filed Feby. 6th. 1941.

To The Honorable, The Judges Of Said Court:

The petition of Warren F. Henderson, one of the heirs of the said Effie L. Jubb and James Jubb, and who is entitled to a share of the surplus remaining after the mortgage filed in these proceedings has been paid, prays leave to except and does hereby except to the ratification of the sale in the above-entitled case and asks that the said sale be set aside

and as reasons for said exception, respectfully shows:

First: That the advertisement of said sale was improper, insufficient, misleading and incorrect.

Second: That notice of said sale was not advertised for the necessary twenty days in accordance with the provisions contained in the mortgage.

Third: That the sale price obtained was grossly inadequate.

Fourth: And for such other good and sufficient reasons to be stated at the hearing of these exceptions.

And as in duty bound, etc.

Albert J. Goodman  
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 5th day of February, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Warren F. Henderson and made oath in due form of law that the matters and facts alleged in the foregoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Grace E. Roth  
Notary Public.

In The Matter of the Sale of the  
Mortgaged Real Estate of Effie L.  
Jubb and James Jubb

No. 8127 Equity.  
In the Circuit Court For  
Anne Arundel County.

Memorandum and Order of Court on Exceptions to Sale. April 25, 1941.--Filed April 28"1941.

At the hearing on the exceptions filed in this case solicitor for the exceptant narrowed the issue to the one pertaining to the advertisement of sale. The one question, therefore, now presented to the Court is: Was the power of sale given in the mortgage exercised in the manner therein prescribed?

Specifically, was twenty days' notice given of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County?

That this requirement of the mortgage is one of substance rather than of form is not open to question, for the mortgage itself and all authoritative interpretations of such a provision settle that point. The issue, therefore, becomes one of fact. Was twenty days' notice of the sale actually given?

The testimony offered shows that on January 6, 1941, notice was given in the Maryland Gazette of a sale of this property set for January 28th. This notice was not continued for twenty days but, on the contrary, on the following week, January 16th, it was discontinued and January 31st was named as the date of the sale. This notice continued, not for twenty days, but for fourteen days, and the sale actually took place on January 31st.

It appears that every person concerned in these proceedings, with one exception, was thoroughly satisfied with the procedure and acquiesced in it. The one exception was Warren F. Henderson, one of the heirs of the mortgagors. Inasmuch as he has a clear legal right to file exceptions, it is the Court's duty, of course, to consider them. This the Court has done with much care, especially in view of the fair and conscientious attitude and conduct

of the assignee who conducted the proceedings in an effort to serve the best interests of all concerned.

After an examination of the authorities and consideration of the testimony and of the record facts, the Court cannot escape the conclusion that a sale under the terms and powers stated in the mortgage cannot be, and is not, a valid sale unless twenty days' notice of the sale be given. Inasmuch as in the pending case this was not done, the Court is bound to sustain the exceptions on that ground, and it will be so ordered.

Ridgely P. Melvin, Judge.

ORDER

Ordered, this twenty-fifth day of April, 1941, by the Circuit Court for Anne Arundel County, in Equity, that the exceptions filed in this case on February 6, 1941, to the ratification of sale reported by the assignee be, and the said exceptions are, hereby sustained.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the  
Mortgaged Real Estate of Effie L.  
Jubb and James Jubb, her husband.

No. 8127 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed June 10" 1941.

To the Honorable, The Judge of Said Court:

The Report of Robert E. Kindred, Assignee of the Mortgage to make sale of the real estate mentioned respectfully shows:

That after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend on the premises on Monday, May 26, 1941, at 2:00 o'clock P. M. then and there proceeded to sell said real estate mentioned as follows: Said lot has a frontage on the North side of the Mountain Road of fifty feet with a depth of even width 200 feet and is designated as Lot No. 1, Block C, on the Plat of Jacobsville, recorded among the Plat Records of Anne Arundel County in Plat Book, W. M. B. No. 1, Folio 51. This property is improved with a five room dwelling and store combined, situate in the village of Jacobsville.

He offered said land and improvements for sale and sold same to Warren Henderson and Margaret E. Henderson, his wife, at and for the sum of Seventeen Hundred Twenty Five (\$1,725.00) Dollars, they being then and there the highest bidder for said property.

And as in duty bound, etc.

Robert E. Kindred, Assignee.

State of Maryland Anne Arundel County, To Wit:

I Hereby Certify, that on this 27th day of May, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Assignee as aforesaid, and made oath in due form of law, that the matters and facts set forth in the within Report of Sale, are true to the best of his knowledge and belief, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Viola Kindred  
Notary Public.

Purchaser's Agreement, Auctioneer's Certificate --Filed June 10" 1941.

I Hereby Certify, that we have this 26th, day of May, 1941, purchased from Robert E. Kindred, Assignee, land and improvements as advertised in the foreclosure proceedings, No. 8127 Equity, at and for the sum of \$1725.00 and hereby agree to comply with the terms of sale.

Attest: Thomas O. Gott.

Margaret E. Henderson (Seal)

I Hereby Certify, that I have this 26th, day of May, 1941, sold the property above mentioned above, for the sum of \$1725.00 to the above purchasers, they being then and there the highest bidders for the same; and I Further Certify, that the sale was fairly made.

Thomas O. Gott, Auctioneer.

ORDER NISI

Ordered, this 10th, day of June, 1941, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Assignee, Be Ratified And Confirmed, unless cause to the contrary thereof be shown on or before the 12th., day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 12th., day of July next.

The report states that the amount of sales to be \$1725.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., July 5, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Eq. 8127 - Effie L. Jubb was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of July, 1941. The first insertion being made the 12th day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman,

Ordered By The Court, This 15th day of July, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Amended Statement of Account. -- Filed July 21st. 1941.

Effie L. Jubb and James Jubb, Jacobsville, Maryland,

July 17, 1941

To

Bruner R. Anderson, Linthicum Heights, Maryland.

To Balance due on Principal

\$173.50

To interest from 9-15-38 to 5-26-41

28.20

\$201.70

In the Matter of the Sale of the Mortgaged  
Real Estate of Effie L. Jubb and James Jubb

No. 8127 Equity

In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed August 5th 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Effie L. Jubb and James Jubb in ac. with Robert E. Kindred, Assignee.

|                          |              |        |
|--------------------------|--------------|--------|
| To Assignee for fee      | \$25.00      | \$     |
| Assignee for commissions | <u>84.87</u> | 109.87 |

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 12.85       |       |
| Auditor                                | <u>9.00</u> | 31.85 |

To Assignee for Expenses, viz:

|  |            |       |
|--|------------|-------|
| Capital-Gazette Press - advertising sale                         | 13.25      |       |
| Capital-Gazette Press - handbills                                | 5.50       |       |
| Capital-Gazette Press - order nisi on report of sale advertising | 5.00       |       |
| Capital-Gazette Press - second sale                              | 18.00      |       |
| Capital-Gazette Press - order nisi on report of 2nd sale         | 5.00       |       |
| Capital-Gazette Press - order nisi on this account               | 5.00       |       |
| Clerk of Court - recording assignment                            | .75        |       |
| U. S. Fidelity & Guaranty Co.-bond premium                       | 10.00      |       |
| Thomas O. Gott - auctioneer - first sale                         | 10.00      |       |
| Thomas O. Gott - auctioneer - second sale                        | 10.00      |       |
| Viola Kindred - notary fees                                      | 1.00       |       |
| One-half Federal revenue stamps                                  | 1.10       |       |
| One-half State revenue stamps                                    | <u>.90</u> | 85.50 |

To Assignee for Taxes, viz:

|                           |              |       |
|---------------------------|--------------|-------|
| 1940 State & County taxes | 44.87        |       |
| 1941 State & County taxes | <u>17.00</u> | 61.87 |

To Bruner R. Anderson, mortgagee - in

|                         |        |
|-------------------------|--------|
| full for mortgage claim | 201.70 |
|-------------------------|--------|

|  |                   |
|--|-------------------|
| To Effie L. Jubb, mortgagor - this balance | <u>1,248.46</u>   |
|  | <u>\$1,739.25</u> |

|                                    |                   |
|------------------------------------|-------------------|
| Cr. May 26, 1941. Proceeds of Sale | \$1,725.00        |
| Interest on deferred payment       | <u>14.25</u>      |
|                                    | <u>\$1,739.25</u> |

ORDER NISI

Ordered, This 5th day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 6th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., August 29, 1941.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 8127 - Effie L. Jubb was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of September, 1941. The first insertion being made the 7th day of August, 1941.

The Capital-Gazette Press, Inc.

By D. Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 10th day of Sept. 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the  
Mortgaged Real Estate of Frances  
P. Smith

:  
:  
:  
:

No. 8184 Equity.  
In The Circuit Court For  
Anne Arundel County.

Mr. Clerk:

Docket the above suit and enter my appearance for the Mortgagee

Robert E. Kindred, Solicitor.

Original Mortgage -- Filed May 6" 1941.

This Purchase Money Mortgage, Made this 22 nd day of October in the year nineteen hundred and Thirty-eight, by and between Frances P. Smith, (single), of the first part, and Anna M. Blanchard (widow), of the second part.

Whereas, the said Frances P. Smith, is indebted unto the said Anna M. Blanchard, in the sum of Forty five hundred (\$4,500.00) Dollars, to be repaid, with interest at 6% per annum, payable monthly, at the expiration of 15 years from the date of these presents and upon the following terms and conditions, to wit: The said Frances P. Smith agrees to pay to the said Anna M. Blanchard, her heirs or assigns, the monthly sum of Fifty (\$50.00) Dollars, which shall be applied: First to the payment of interest, second to the payment of taxes and other public dues and assessments, including fire insurance, and the balance to be applied to the principal; interest to abate on each full \$100.00 paid in on principal account, which said monthly sum shall continue until the full sum of \$4,500.00 including interest, taxes, shall have been paid in full, the said Mortgagor shall have the right to pay the full Mortgage debt

at any time during the said term, or she may increase her monthly payments, to secure the payment of which sum, with interest as aforesaid, these presents are executed.

Now Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar, the said Frances P. Smith, does hereby grant and convey unto Anna M. Blanchard, her heirs and assigns, in fee simple.

All that lot of ground situate, lying and being, in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the same at a stone heretofore planted by the side of the Mountain Road; thence running North forty-one degrees West Twenty-nine perches to a stone heretofore planted in the thirteenth line of "Piney Grove"; thence with and on said course so fixed, North sixty-three degrees and fifteen minutes West one hundred and fifteen perches; South twenty-six degrees thirty minutes West thirty-eight and one-half perches to the aforementioned Mountain Road; thence with the centre of said road, the following courses and distances, South seventy-six degrees fifteen minutes East ten perches, South Sixty-seven degrees East twenty-nine perches; South Eighty and one-half degrees East twenty-three perches; South sixty-three and one-half degrees East sixteen perches; South seventy-three and one-half degrees East twenty-eight perches; South sixty-eight degrees East twenty perches; North eighty-seven degrees twenty perches to the place of beginning. Containing 25.25 acres of land, more or less, according to a survey by Edward Hall, Jr, in 1925.

Being the same property which was conveyed to William H. Blanchard, Sr. and Anna M. Blanchard, his wife, by Henry J. Broening, single, by Deed dated the 12th day of August, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 40, folio 88.

(Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.)

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use, and benefit of Anna M. Blanchard her heirs and assigns in fee simple forever.

Provided that if the said Frances P. Smith her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Forty Five Hundred dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be preformed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Frances P. Smith shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Frances P. Smith for her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Anna M. Blanchard her personal representatives and assigns, or Robert



E. Kindred her Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee her personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor her personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for her heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee her personal representatives or assigns or Robert E. Kindred, her said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

And the said Frances P. Smith for herself, her personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged property and to the amount of at least Twenty six Hundred dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test: Viola Kindred

Frances P. Smith (Seal)

State of Maryland, Anne Arundel County to wit:

I Hereby Certify, that on this 22nd day of October in the year nineteen hundred and thirty-eight before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Frances P. Smith the Mortgagor named in the foregoing mortgage to be her act. At the same time also appeared Anna M. Blanchard, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year last above written.

(Notarial Seal)

Viola Kindred

Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Frances  
P. Smith.

No. 8184 Equity.

In The Circuit Court For  
Anne Arundel County.

Bond -- Filed May 13th., 1941.

Know All Men By These Presents: That we, Robert E. Kindred as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand Dollars (\$2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of May, in the year of our Lord, nineteen hundred and forty-one

Whereas, the above bounden Robert E. Kindred by virtue of the power contained in a mortgage from Frances P. Smith to Anna M. Blanchard bearing date the 22nd day of October, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 192 Folio 137 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is such that if the above bounden Robert E. Kindred do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

Robert E. Kindred (Seal)

in the presence of

United States Fidelity and Guaranty Company

Viola Kindred

(Corporate Seal)

By C. H. Chilcote-

Attorney-in-Fact.

Statement of Account -- Filed May 13" 1941.

Frances P. Smith 1321 Argyle Avenue Baltimore, Maryland.

May 7, 1941.

to

Estate of Anna M. Blanchard, Deceased.

To Principal  
To paid on Acct.

\$4,500.00

444.00

\$4,056.00

Report of Sale -- Filed June 10<sup>th</sup> 1941.

To The Honorable, The Judge of Said Court:

The Report of Robert E. Kindred, Attorney named in Mortgage to make sale of the Real Estate mentioned respectfully shows:

That after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend on the premises on Monday, June 2, 1941, at 2:00 o'clock P. M. then and there proceeded to sell said real estate mentioned as follows:

Beginning for the same at a stone heretofore planted on the Northeast side of the Mountain Road; thence North 41° West 478½ feet; thence North 63° 15' West 1,897½ feet; thence South 26° 30' West 635¼ feet to the Mountain Road and thence continuing in a Southeasterly direction 2,409 feet to the place of beginning. Containing 25.25 acres of land, more or less.

He offered said land and improvements for sale and sold same to Frankie D. Wilson, at and for the sum of Two thousand and fifty (\$2,050.00) Dollars, she being then and there the highest bidder for said property.

And as in duty bound, etc.

Robert E. Kindred  
Attorney named in Mortgage.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify, that on this 9th day of June, 1941, before me the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Attorney named in Mortgage, and made oath in due form of law, that the matters and facts set forth in the within Report of Sale, are true to the best of his knowledge and belief, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Viola Kindred  
Notary Public.

Purchaser's Agreement Auctioneer's Certificate -- Filed June 10<sup>th</sup> 1941.

I Hereby Certify, That I have this 2nd day of June, 1941, purchased from Robert E. Kindred, Attorney, land and improvements as advertised in the foreclosure proceedings No. 8184 Equity, at and for the sum of \_\_\_\_\_ and hereby comply with the terms of sale.

Attest: W. B. Elliott

Frankie Wilson (Seal)

I Hereby Certify, that I have this 2nd day of June, 1941, sold the property above mentioned for the sum of \$2,050.00 to the above purchasers, being then and there the highest bidders for the same; and I Further Certify, That the sale was fairly made.

W. B. Elliott, Auctioneer.

ORDER NISI

Ordered, this 10th., day of June, 1941, That the sale of the property mentioned in these

proceedings made and reported by Robert E. Kindred, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th., day of July next.

The report states that the amount of sales to be \$2,050.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., July 5, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Eq. 8184 Frances P. Smith was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of July, 1941. The first insertion being made the 12th day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

Ordered By The Court, This 15th day of July, 1941 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the  
Mortgaged Real Estate of  
Frances P. Smith

No. 8184 Equity  
In the Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed August 5" 1941.

To the Honorable, The Judges of Said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frances P. Smith in ac.  
with Robert E. Kindred, Atty.

|  |              |          |
|--|--------------|----------|
| To Attorney for fee                                    | \$50.00      |          |
| To Attorney for commissions                            | <u>94.92</u> | \$144.92 |
| To Attorney for Court costs, viz:                      |              |          |
| Plaintiff's Solicitor's appearance fee                 | 10.00        |          |
| Clerk of Court - costs                                 | 11.65        |          |
| Auditor  | <u>9.00</u>  | 30.65    |
| To Attorney for Expenses, viz:                         |              |          |
| Capital-Gazette Press - advertising sale order nisi on | 20.25        |          |
| Capital-Gazette Press - report of sale order nisi on   | 5.00         |          |
| Capital-Gazette Press - auditor's acct.                | 5.00         |          |

|                                    |         |          |
|------------------------------------|---------|----------|
| To Amounts brought forward         | \$30.25 | \$175.57 |
| bond premium                       |         |          |
| To U. S. Fidelity & Guaranty Co. - | 10.00   |          |
| W. B. Elliott - auctioneer         | 15.00   |          |
| Viola Kindred - notary fee         | .50     |          |
| One-half Federal revenue stamps    | 1.38    |          |
| One-half State revenue stamps      | 1.00    | 58.13    |

To Assignee for Taxes, viz:

|                             |       |        |
|-----------------------------|-------|--------|
| 1939 State and County taxes | 63.37 |        |
| 1940 State and County taxes | 60.09 |        |
| (\$56.14-adj)               |       |        |
| 1941 State and County taxes | 25.75 | 149.21 |

To Anna M. Blanchard, mortgagee- this

|                                   |                   |
|-----------------------------------|-------------------|
| balance on account mortgage claim | <u>1,680.97</u>   |
|                                   | <u>\$2,063.88</u> |

Amount of mortgage claim filed \$4,056.00

|                             |          |
|-----------------------------|----------|
| Cr. Amount allowed as above | 1,680.97 |
|-----------------------------|----------|

|                              |          |            |
|------------------------------|----------|------------|
| Balance subject to decree in | personam | \$2,375.03 |
|------------------------------|----------|------------|

|                  |                              |  |              |            |
|------------------|------------------------------|--|--------------|------------|
| Cr. June 2, 1941 | Proceeds of Sale             |  | \$2,050.00   |            |
|                  | Interest on deferred payment |  | <u>13.88</u> | \$2,063.88 |

ORDER NISI.

Ordered, This 5th., day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 6th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

John H. Hopkins, 3rd., Clerk.

# Certificate of Publication

Annapolis, Md., August 29, 1941.

We hereby certify, that the annexed Order Nisi - Auditors Account - Frances P. Smith Eq. 8184 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of September, 1941. The first insertion being made the 7th day of August, 1941.

The Capital-Gazette Press, Inc.  
By D. Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 10 day of Sept. 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,  
Judge.

|   |   |                          |
|---|---|--------------------------|
| In The Matter of the Sale of the        | : | No. 8172 Equity.         |
| Mortgaged Real Estate of Francis J.     | : | In The Circuit Court For |
| Woods, Jr. And Emma R. Woods, His Wife. | : | Anne Arundel County.     |

Mr. Clerk:

Please docket the above entitled case, file the within mortgage, record the assignment thereon and enter my appearance.

Wilbur R. Dulin, Assignee.

Mortgage -- Filed April 18, 1941.

This Mortgage, Made this 14th day of January in the year nineteen hundred and twenty-seven, by and between Francis J. Woods, Jr. and Emma R. Woods, his wife, Mortgagors, unto Howard M. Pumphrey, Mortgagee, all of Anne Arundel County and State of Maryland.

Whereas by two deeds of even date herewith and intended to be recorded prior hereto, the said Mortgagee has granted and conveyed unto the said Mortgagors, a thirty acre tract of ground hereinafter particularly described, and also two tracts containing together 39-45/100 acres, and the said Mortgagors have executed unto William J. <sup>A.</sup> Bliss, a first mortgage for Eight Thousand Dollars (\$8,000.) on said thirty acres tract of ground, and

Whereas the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of Fifty-one Hundred Dollars (\$5,100) being the balance of the purchase price of the three parcels of ground, which sum they have agreed to pay with six per cent interest adjusted annually in installments of at least Fifty Dollars (\$50.00) each month within eight years from the date hereof, and

Whereas it was a condition precedent to the execution of said deed, that this mortgage, being a second mortgage on the thirty acre tract and a first mortgage on the remainder be executed.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the foregoing and the sum of One Dollar, the said Francis J. Woods and Emma R. Woods, his wife, do hereby grant and convey unto the said Howard M. Pumphrey, his heirs and assigns, in fee simple all those three lots or parcels of ground, containing in the aggregate 69-45/100 acres of land located near Riviera Beach in the Third District of Anne Arundel County and being part of the 225 acres all that tract known as the Grebb Farm and also as the Rock Creek Farm, which by deed dated March 1st, 1923, and recorded in Liber W. N. W. No. 61 folio 40, was conveyed to the said Howard M. Pumphrey said three parcels of ground being particularly described as follows:

Beginning for the first at the beginning of the whole tract and running and binding on the outline of the whole tract south forty-six degrees five minutes east fifteen hundred and ninety-one feet to the center of the County Road; thence in the same seventeen degrees thirty-five minutes west one hundred and eighty-five feet, thence North fifty degrees west fifteen hundred and sixty-five feet to intersect the last line of the whole tract thence on the same north twenty-three degrees east three hundred and two feet to the beginning. Containing 8-35/100 acres of land.

Beginning for the second in the northwestern outline of the whole tract at a point south twenty-three degrees west 25-12/100 feet from the end of the fifth line of a lot of ground containing thirty acres of land, being the third described parcel herein and running

thence along the south-west side of a twenty-five foot road south sixty-one degrees fifteen minutes East 815-8/100 feet, south sixty-three degrees forty-five minutes east 702-5/10 feet to the center of the Tick Neck Road; thence in the center thereof south twenty-two degrees west 484 feet; south twenty-three degrees west 622-5/10 feet; thence north sixty-one degrees forty-five minutes west 22-6/10 feet to the center of a large white oak tree still north sixty-one degrees forty-five minutes west 1025 feet; north twenty-three degrees fifteen minutes east 630 feet, north sixty-one degrees fifteen minutes west 462 feet to intersect the northwest outline of the whole tract and thence on the same north twenty-three degrees east 452 feet to the beginning. Containing 31-1/10 acres of land.

Beginning for the third on the westernmost outline of the whole tract, at the distance <sup>hundred and two feet south twenty three degrees</sup> of three/west from a stone standing at the northernmost corner of said whole tract, and running thence south fifty degrees east fifteen hundred and sixty five feet to the center of the Tick Neck Road; thence in the center thereof south twenty-one degrees forty minutes west six hundred and ninety-nine feet; thence along the northeast side of a road twenty-five feet wide, with the use of said road in common, north sixty three degrees forty-five minutes west twenty-five feet to a stone now set; north sixty three degrees forty-five minutes west six hundred and seventy-five feet to a stone now set; north sixty-one degrees fifteen minutes west eight hundred and eighteen feet to intersect the westernmost outline of the whole tract; and thence on the same north twentythree degrees east ten hundred and thirty feet to the place of beginning Containing thirty acres of land.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Howard M. Pumphrey his heirs and assigns, forever.

Provided, that if the said Francis J. Woods and Emma R. Woods, his wife their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifty-one Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Francis J. Woods and Emma R. Woods, his wife shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Francis J. Woods and Emma R. Woods, his wife for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Howard M. Pumphrey his personal representatives or assigns, or Enoch Harlan their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their

heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Enoch Harlan their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Francis J. Woods, Jr. and Emma R. Woods, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors

Test:

Homer M. Respass.

Francis J. Woods, Jr. (Seal)

Emma R. Woods (Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 14th day of January in the year nineteen hundred and



twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Francis J. Woods, Jr. and Emma R. Woods, his wife, the the Mortgagors named in the foregoing Mortgage and each severally acknowledged the foregoing Mortgage to be their act. At the same time also appeared Howard M. Pumphrey, the within named Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

(Notarial Seal)      Homer M. Respass.

April 10, 1941

For value received I hereby assign the within mortgage to Wilbur R. Dulin Attorney for purposes of foreclosure, as the within mortgage is in default and the covenants therein, have been abrogated.

As witness the hand and seal of Howard M. Pumphrey.

Witness: Thomas W. Pumphrey, Jr.

Howard M. Pumphrey (Seal)

Received for Record 18th day of April, 1941, at 12:30 o'clock P. M. and the same day recorded in Liber F. S. R. No. 11, Fol. 82, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Bond -- Filed April 18, 1941.

Know All Men By These Presents, That We, Wilbur R. Dulin of Annapolis, Maryland as Principal, and The Home Indemnity Company, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and One Hundred and 00/100 Dollars, current money, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 15th day of April, Nineteen Hundred and Forty One.

Whereas, by virtue of a power of sale contained in a mortgage from Francis J. Woods, Jr. and Emma R. Woods, his wife to Howard M. Pumphrey bearing date on or about the 14th day of January Nineteen Hundred and Twenty Seven, and recorded in the Land Records of Anne Arundel County in F. S. R. 11, folio 80, the said Wilbur R. Dulin is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Wilbur R. Dulin is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Wilbur R. Dulin do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Elizabeth J. Jones

(Corporate Seal)

Wilbur R. Dulin (Seal)  
The Home Indemnity Company  
By: Richard C. Marshall  
Attorney-in-Fact.

## Statement of Mortgage Claim -- Filed April 18, 1941.

Statement of the mortgage claim of Howard M. Pumphrey under the mortgage to him from Francis J. Woods and Emma R. Woods, his wife, dated the 14th day of January, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 11, folio 80, said mortgage having been in default since May 7, 1934.

|                           |                  |                    |                |
|---------------------------|------------------|--------------------|----------------|
| Jan. 14, 1927 - Mortgage  | \$5100.00        | July 21, 1933 Cash | \$176.62       |
| Interest to 4/15/34       | 2218.50          | May 7, 1934 "      | 3650.00        |
|                           |                  | BALANCE            | <u>3491.88</u> |
|                           | \$7318.50        |                    | \$7318.50      |
| May 7, 1934 - Balance     | \$3491.88        |                    |                |
| Oct. 6, 1938 - Taxes 1936 | 25.87            |                    |                |
| " " " - " 1937            | 38.32            |                    |                |
| " " " - " 1938            | 34.59            |                    |                |
| Interest to Apr. 12, 1941 | <u>1479.54</u>   |                    |                |
|                           | \$5070.20        |                    | \$5070.20      |
| BALANCE DUE               | <u>\$5070.20</u> |                    |                |

Howard M. Pumphrey (Seal)

State of Maryland, City of Baltimore, SS:

I Hereby Certify that on this 16th day of April, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard M. Pumphrey and made oath in due form of law that the foregoing statement is true to the best of his knowledge and belief.

As Witness my hand and seal Notarial

(Notarial Seal) Grace L. Horney  
Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Francis J.  
Woods, Jr. and Emma R. Woods, his wife.

No. 8172 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed May 21" 1941 Final Order July 2, 1941.

To The Honorable, The Judges of Said Court:

The Report of Sale of Wilbur R. Dulin, Attorney, Assignee of the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Francis J. Woods, Jr. and Emma R. Woods, his wife, dated the 14th day of January, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 11, folio 80, the said Wilbur R. Dulin, Attorney, as the Assignee of said mortgage, by a short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Southern Maryland Times, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, May 20, 1941, at 11:00 o'clock A. M., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage

described for sale by public auction; and the said Wilbur R. Dulin, Attorney, Assignee as aforesaid, then and there sold the said property to Howard M. Pumphrey of Baltimore City, Maryland, at and for the sum of Twelve Hundred Dollars (\$1200.00), he being at that figure the highest bidder therefore, the said property being the following:

Beginning for the first at the beginning of the whole tract and running and binding on the outline of the whole tract south forty-six degrees five minutes east fifteen hundred and ninety-one feet to the center of the County Road; thence in the same south seventeen degrees thirty-five minutes west one hundred and eighty-five feet, thence north fifty degrees west fifteen hundred and sixty-five feet to intersect the last line of the whole tract thence on the same north twenty-three degrees east three hundred and two feet to the beginning. Containing 8.35 acres of land.

Beginning for the second in the northwestern outline of the whole tract at a point south twenty-three degrees west 25.12 feet from the end of the fifty line of a lot of ground containing thirty acres of land, being the third described parcel herein and running thence along west side of a twenty-five foot road south the south/sixty-one degrees fifteen minutes east 815.08 feet, south sixty-three degrees forty-five minutes east 702.5 feet to the center of the Tick Neck Road; thence in the center thereof south twenty-two degrees west 484 feet; south twenty-three degrees west 622.5 feet; thence north sixty-one degrees forty-five minutes west 22.6 feet to the center of a large white oak tree still north sixty-one degrees forty-five minutes west 1025 feet; north twenty-three degrees fifteen minutes east 630 feet, north sixty-one degrees fifteen minutes west 462 feet to intersect the northwest outline of the whole tract and thence on the same north twenty-three degrees east 452 feet to the beginning. Containing 31.1 acres of land.

Being the same property that was conveyed by Howard M. Pumphrey to Francis J. Woods, Jr., and Emma R. Woods, his wife, by deed dated the 14th day of January, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 11, folio 78.

2. And the said Assignee further reports that he has received from the purchaser the deposit of \$300.00 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of \$300 will be required of the purchaser on the day of sale and the balance of the purchase money, with interest thereon at the rate of 6 percent per annum, to be paid in cash upon final ratification of the sale.

Taxes and expenses to be adjusted as of date of sale.

Respectfully submitted,

Wilbur R. Dulin, Attorney  
Assignee.

State of Maryland, County of Anne Arundel, to wit:

I Hereby Certify that on this 21st day of May, 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Wilbur R. Dulin, Attorney, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth J. Jones,  
Notary Public.

## Advertisement of Sale.

Assignee's Sale of Valuable Real Estate located in the Third Election District of Anne Arundel County near Riviera Beach.

Under and by virtue of the power of sale contained in a mortgage from Francis J. Woods, Jr., and Emma R. Woods, his wife, dated the 14 th day of January in the year 1927 and recorded among the Land Records of Anne Arundel County in F. S. R. No. 11, folio 80, and duly assigned to Wilbur R. Dulin, Attorney, for the purpose of foreclosure (default having occurred), the undersigned Assignee will sell at the Court House door, in the City of Annapolis, on Tuesday, May 20, 1941, at 11:00 o'clock A. M.

the first two parcels of land mentioned and described in said mortgage, to wit:

Beginning for the first at the beginning of the whole tract and running and binding on the outline of the whole tract south forty-six degrees five minutes east fifteen hundred and ninety-one feet to the center of the County Road; thence in the same south seventeen degrees thirty-five minutes west one hundred and eighty-five feet, thence north fifty degrees west fifteen hundred and sixty-five feet to intersect the last line of the whole tract. thence on the same north twenty-three degrees east three hundred and two feet to the beginning. Containing 8.35 acres of land.

Beginning for the second in the northwestern outline of the whole tract at a point south twenty-three degrees west 25.12 feet from the end of the fifth line of a lot of ground containing thirty acres of land, being the third described parcel herein and running thence along the southwest side of a twenty-five foot road south sixty-one degrees fifteen minutes east 815.08 feet, south sixty-three degrees forty-five minutes east 702.5 feet to the center of the Tick Neck Road; thence in the center thereof south twenty-two degrees west 484 feet; south twenty-three degrees west 622.5 feet; thence north sixty-one degrees forty-five minutes west 22.6 feet to the center of a large white oak tree still north sixty-one degrees forty-five minutes west 1025 feet; north twenty-three degrees fifteen minutes east 630 feet, north sixty-one degrees fifteen minutes west 462 feet to intersect the northwest outline of the whole tract and thence on the same north twenty-three degrees east 452 feet to the beginning. Containing 31.1 acres of land.

Being the same property that was conveyed by Howard M. Pumphrey to Francis J. Woods, Jr. and Emma R. Woods, his wife, by deed dated the 14th day of January, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 11, folio 78.

The property is improved by a frame tenant house, two rooms on the first floor, one room on the second floor, no conveniences.

Terms of Sale: A deposit of \$300 will be required of the purchaser on the day of sale and the balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of the sale. Taxes and expenses to be adjusted as of date of sale.

For further particulars apply to:

George W. Scible, Auctioneer  
Annapolis, Md.

Wilbur R. Dulin, Assignee  
161 South Street  
Annapolis, Maryland.

I Hereby Certify that I have this 20th day of May 1941, sold the within described property to Howard M. Pumphrey at and for the sum of \$1200.00 being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I Hereby Certify that I have this 20th day of May 1941, purchased the within described property from Wilbur R. Dulin, Assignee, at and for the sum 1200.00 hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness: Elizabeth J. Jones

Howard M. Pumphrey

ORDER NISI

Ordered, this 21st day of May, 1941, That the sale of the property mentioned in these proceedings made and reported by Wilbur R. Dulin, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sales to be \$1200.00

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times, Annapolis, Md.

This Is To Certify That the annexed advertisement of Order Nisi On Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of June, 1941; that is to say the same was inserted in the issues of May 23, 30, June 6, 1941.

The Southern Maryland Times

Thomas L. Christian,  
Business Manager

By: Jeannette A. Cadell.

Ordered By The Court, This 2nd day of July, 1941, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin

No. 8172 Equity.

In The Circuit Court For  
Anne Arundel County.

In the Matter of the Sale of the  
Mortgaged Real Estate of Francis  
J. Woods, Jr. and Wife.

Auditor's Report and Account -- Filed July 26th 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Francis J. Woods, Jr.,  
and wife, in ac. with Wilbur R. Dulin, Assignee.

|                             |              |       |
|-----------------------------|--------------|-------|
| To Assignee for fee         | \$25.00      | \$    |
| To Assignee for commissions | <u>66.00</u> | 91.00 |

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 14.70       |       |
| Auditor                                | <u>9.00</u> | 33.70 |

To Assignee for Expenses, viz:

|  |            |        |
|--|------------|--------|
| Southern Maryland Times - advertising sale | 52.50      |        |
| Order nisi on                              |            |        |
| Southern Maryland Times - report of sale   | 5.00       |        |
| Order nisi on                              |            |        |
| Southern Maryland Times - auditor's acct.  | 5.00       |        |
| Home Indemnity Co. - bond premium          | 20.40      |        |
| Modern Printing Co. - handbills            | 6.50       |        |
| Clerk of Court - recording assignment      | .75        |        |
| George W. Scible - auctioneer              | 11.00      |        |
| Elizabeth J. Jones - notary fee            | .50        |        |
| One-half Federal revenue stamps            | .83        |        |
| One-half State revenue stamps              | <u>.60</u> | 103.08 |

To Assignee for Taxes, viz:

|  |              |        |
|--|--------------|--------|
| 1939 State and County taxes                | 45.48        |        |
| 1940 State and County Taxes                | 41.82        |        |
| 1941 State and County Taxes (\$38.81 -adj) | <u>14.84</u> | 102.14 |

To Howard M. Pumphrey, mortgagor - this  
balance on account mortgage claim

|                          |
|--------------------------|
| <u>870.08</u>            |
| <u><u>\$1,200.00</u></u> |

|                                       |               |
|---------------------------------------|---------------|
| Amount of mortgage claim filed        | \$5,070.20    |
| Interest from 4/12/41 to 5/20/41      | <u>22.16</u>  |
|                                       | 5,092.36      |
| Cr. Amount allowed as above           | <u>870.08</u> |
| Balance subject to decree in personam | \$4,222.28    |

Cr. May 20, 1941 Proceeds of Sale

\$1,200.00

ORDER NISI

Ordered, This 26th day of July, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 27th day of August next; Provided a copy of this Order be in-

serted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times, Annapolis, Md.

This Is To Certify That the annexed advertisement of Order Nisi was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of August, 1941; that is to say, the same was inserted in the issues of August 1, 8, 15, 1941.

The Southern Maryland Times

Thomas L. Christian  
Business Manager.

Per: Jean Cadell

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 29th day of August, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                    |   |                          |
|------------------------------------|---|--------------------------|
| In The Matter Of The Sale Of The   | : | No. 8176 Equity.         |
| Mortgaged Real Estate Of Joseph A. | : | In The Circuit Court For |
| Mayr and Lidwine Mayr, his wife,   | : | Anne Arundel County.     |

Mr. Clerk:

Please docket the above entitled suit, file the within mortgage, record the assignments thereon, and enter my appearance.

William J. McWilliams, Assignee.

Mortgage -- Filed April 23rd., 1941.

This Mortgage, Made this twentieth day of September, in the year nineteen hundred and thirty, by and between Joseph A. Mayr and Lidwine Mayr, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Mortgagors"; and the Annapolis Banking & Trust Company, a corporation of the State of Maryland, of the second part, hereinafter called "Mortgagee."

Whereas, the said Mortgagors have this day received by way of loan from the said Mortgagee the sum of Twenty-five Hundred Dollars (\$2,500.00), being the balance due for the purchase price of the property hereinafter described, and this day conveyed to the said Joseph A. Mayr by August Guenther and John Guenther, as evidence of which indebtedness the said Mortgagors have passed to the said Mortgagee their promissory note for said sum, of even date herewith, and payable three months after date, with interest thereon at the rate of six per centum per annum; and

Whereas, it was a condition precedent to the granting of said loan that this mortgage

should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

Now, Therefore, This Mortgage Witnesseth: That in consideration of the premises and of the sum of Five Dollars (\$5.00), the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all those two tracts of land located in the First Election District of Anne Arundel County, Maryland, at Davidsonville, which were conveyed unto the said Joseph A. Mayr by the two following deeds, namely:

(1). Deed from Joseph A. Heberly and Marie Heberly, his wife, dated December 21, 1921, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 57 folio 141, by which is conveyed a tract of land containing one hundred and six (106) acres, more or less; and

(2). Deed from August Guenther and John Guenther, both unmarried, dated and left for record simultaneously with these presents, by which is conveyed a tract of land containing sixty-eight (68) acres, more or less.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

Provided, that if the said said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-five Hundred (\$2,500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee its successors or assigns, or Ridgely P. Melvin, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) dollars and a commission to the party making sale of said property equal to the



commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Ridgely P. Melvin, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred (\$2,500.) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Laura R. Jickling.

Joseph A. Mayr (Seal)

Lidwine Mayr (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 20th day of September, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph A. Mayr and Lidwine Mayr, his wife, the Mortgagors named in the foregoing Mortgage and duly acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ridgely P. Melvin, Agent and Attorney in Fact of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also that he is the Agent of the said Mortgagee and duly authorized to make this affidavit.

Witness my hand and Seal Notarial.

(Notarial Seal)

Laura R. Jickling  
Notary Public.

For value received, The Annapolis Banking and Trust Company hereby assigns the foregoing mortgage and debt thereby secured to The Annapolis Mortgage Company this 11th day of May, 1933.

Attest: (Corporate Seal) The Annapolis Banking & Trust Company  
John B. Holliday, Jr. Secretary. J. A. Walton, President.

Received for Record 12 day of May, 1933, at 11 o'clock A. M. and same day recorded in Liber F. S. R. No. 77 Fol. 72 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For Value Received, The Annapolis Mortgage Company hereby assigns the foregoing mortgage and debt thereby secured to the Reconstruction Finance Corporation this 11th day of May, 1933.

Attest: (Corporate Seal) The Annapolis Mortgage Company  
John B. Holliday, Jr. Secretary J. A. Walton, President

Received for Record 12 day of May, 1933, at 11 o'clock A. M. and same day recorded in Liber F. S. R., No. 77 Fol. 72 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For Value Received, Reconstruction Finance Corporation hereby assigns the within mortgage and debt from Joseph A. Mayr to Annapolis Banking & Trust Company, dated September 20, 1930, to the Annapolis Mortgage Company, without representation, warranty or recourse, this 14th day of March, 1935.

Witness: \_\_\_\_\_ Reconstruction Finance Corporation  
L. D. Lynn By H. G. Gilmer  
Its Attorney in Fact.

Received for Record 23 day of April, 1941, at 2-20 o'clock P. M. and the same day recorded in Liber F. S. R. No. 77, Fol. 72 Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For Value Received, The Annapolis Mortgage Company hereby assigns the within mortgage and the debt secured thereby to William J. McWilliams, for the purpose of foreclosure.

In Witnesseth Whereof The Annapolis Mortgage Company has caused these presents to be executed in its name by its Treasurer and its corporate seal duly attested by its Secretary to be hereto affixed this 23rd day of April, 1941.

Attest: (Corporate Seal) The Annapolis Mortgage Company  
J. P. Sterling, Secretary. By John B. Holliday, Jr., Treasurer.

Received for Record 23 day of April, 1941, at 2-20 o'clock P. M. and the same day recorded in Liber F. S. R. No. 77, Fol. 72, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Bond --Filed & Approved this 5th day of May, 1941. John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents,

That we, William J. McWilliams of the City of Annapolis State of Maryland as principal, and the Fidelity And Casualty Company of New York, a corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred Dollars, to be paid to the said State

or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of May, in the year of our Lord nineteen hundred forty-one

Whereas, the above bounden William J. McWilliams by virtue of the power contained in a mortgage from Joseph A. Mayr and Lidwine Mayr, his wife to Annapolis Banking & Trust Co. bearing date the Sept. 20, 1930 day of and recorded among the mortgage records of Anne Arundel County in Liber FSR No. 77 Folio 70 and for the purpose of foreclosure is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is such, that if the above bounden William J. McWilliams do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William J. McWilliams has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its attorney attested by its witness, the day and year first herein above written.

|                              |                  |  |
|------------------------------|------------------|--|
| Signed, sealed and delivered | (Corporate Seal) | William J. McWilliams, (Seal)                    |
| in the presence of           |                  | The Fidelity and Casualty Company of<br>New York |
| Attest: Mary F. Lathrop      |                  | By Annie Laurie Wiegard, Attorney                |
| Franklin C. VanPelt.         |                  |  |

|                                     |                          |
|-------------------------------------|--------------------------|
| In The Matter Of The Sale Of The    | No. 8176 Equity.         |
| Mortgaged Real Estate Of Joseph     | In The Circuit Court For |
| A. Mayr and Lidwine Mayr, his wife. | Anne Arundel County.     |

Mortgage Claim --Filed 20" May, 1941.

Statement of the mortgage claim of The Annapolis Mortgage Company, under the Mortgage from Joseph A. Mayr and Lidwine Mayr, his wife, to The Annapolis Banking and Trust Company, dated September 20, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #77, folio 70.

|   |               |
|---|---------------|
| Balance due on Principal amount of Mortgage   | \$1474.34     |
| Interest from March 18, 1933 to May 19, 1941. | <u>891.48</u> |
|   | \$2365.82     |

|                |                  |                                |
|----------------|------------------|--------------------------------|
| Attest:        | (Corporate Seal) | The Annapolis Mortgage Company |
| J. P. Sterling |                  | By Andrew A. Kramer,           |
| Secretary.     |                  | President.                     |

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 20th day of May, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Andrew A. Kramer, President of The Annapolis Mortgage Company, and made oath in due form of law that the foregoing is a true statement of the amount remaining due it on its mortgage claim described herein and that it has not received any security or any satisfaction therefore other than the deed of mortgage in said statement mentioned.

As Witness my hand and notarial seal.

(Notarial Seal)

Samuel S. Stokes,  
Notary Public.

In The Matter Of The Sale Of The  
Mortgaged Real Estate of Joseph  
A. Mayr and Lidwine Mayr, his wife.

No. 8176 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed May 20th., 1941. Final Order June 25, 1941 Fd.  
To The Honorable, The Judges of Said Court:

The Report of Sale of William J. McWilliams, Assignee, of the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Joseph A. Mayr and Lidwine Mayr, his wife, dated September 20, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. #77, folio 70, the said William J. McWilliams, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by hand-bills distributed throughout the vicinity of the property and elsewhere, did Tuesday, May 20, 1941, at 11:00 o'clock, a.m., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said William J. McWilliams, Assignee, as aforesaid, then and there sold the property to The Annapolis Mortgage Company for the sum of Two Thousand Dollars (\$2,000.00), being at that figure the highest bidder therefor, the said property being the following:

All that tract of land containing 68 acres, more or less, situate at Davidsonville, in the First Election District of Anne Arundel County, and being the identical property which was conveyed to Joseph A. Mayr and Lidwine Mayr, his wife, by August Guenther and John Guenther by deed dated September 20, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77, folio 69. This property was formerly a part of "Larkins' Choice."

2. And the said Assignee further reports that he has received from the purchaser the deposit of \$200.00 required by the terms of sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms Of Sale: A deposit of \$200.00 will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and other expenses to be adjusted as of the date of sale.

Respectfully submitted,  
William J. McWilliams,  
Assignee.

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 20th day of May, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. McWilliams, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

As Witness my hand and notarial seal.

(Notarial Seal) Samuel S. Stokes,  
Notary Public.

Advertisement of Sale George W. Scible, Auctioneer.  
McWilliams, Duckett & Haley, Solicitors  
Church Circle Annapolis, Md.

Assignee's Sale of valuable Farm Property situate in the First Election District of Anne Arundel County, at Davidsonville.

By virtue of the power and authority contained in a mortgage from Joseph A. Mayr and Lidwine Mayr, his wife, dated September 20, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77, folio 70, and duly assigned to William J. McWilliams, for the purpose of foreclosure (default having occurred thereunder), the undersigned assignee will sell at public auction, at the Court House door, Annapolis, Anne Arundel County, Maryland, on Tuesday, May 20, 1941 at 11:00 o'clock A. M. the following property:

All that tract of land containing 68 acres, more or less, situate at Davidsonville, in the First Election District of Anne Arundel County, and being the identical property which was conveyed to Joseph A. Mayr and Lidwine Mayr, his wife, by August Guenther and John Guenther by deed dated September 20, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 77, folio 69.

This property was formerly a part of "Larkins' Choice."

This is valuable farm property and is improved by a bungalow, stable, large barn in excellent condition and other outbuildings.

Terms Of Sale: A deposit of \$200.00 will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale.

Taxes, insurance and other expenses to be adjusted as of the date of sale.

For further particulars apply to:

William J. McWilliams, Assignee.  
Church Circle, Annapolis, Md.

Auctioneer's Certificate and Purchaser's Agreement --Filed May 20" 1941.

I hereby certify that I have this 20 day of May, 1941, sold the within described property to The Annapolis Mortgage Company at and for the sum of Two Thousand Dollars (\$2000.00) it being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

The Annapolis Mortgage Co. hereby certifies that it has this 20 day of May, 1941, purchased the within described property from William J. McWilliams, Assignee, at and for the sum of Two Thousand Dollars (\$2000.00) and it hereby agrees to comply with the terms of said sale as set forth on the reverse side hereof.

The Annapolis Mortgage Company  
By: Andrew A. Kramer (Seal)  
President.

ORDER NISI

Ordered, this 20th day of May, 1941, That the sale of the property mentioned in these proceedings made and reported by William J. McWilliams, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sales to be \$2,000.00

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., June 16, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Joseph A. Mayr was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of June, 1941. The first insertion being made the 22nd day of May, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Ordered By The Court, This 25 day of June, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In The Matter Of The Sale Of The  
Mortgaged Real Estate Of Joseph  
A. Mayr and wife.

No. 8176 Equity.  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed July 16" 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Joseph A. Mayr and Wife  
in ac. with William J. McWilliams

|                             |              |        |
|-----------------------------|--------------|--------|
| To Assignee for fee         | \$50.00      | \$     |
| To Assignee for commissions | <u>93.00</u> | 143.00 |

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 13.35       |       |
| Auditor                                | <u>9.00</u> | 32.35 |

To Amount brought forward \$ \$175.35

To Assignee for Expenses, viz:

|   |             |       |
|---|-------------|-------|
| Capital-Gazette Press - advertising sale              | 22.50       |       |
| Capital-Gazette Press - handbills                     | 5.50        |       |
| Capital-Gazette Press - order nisi on report of sale  | 5.00        |       |
| Capital-Gazette Press - order nisi on auditor's acct. | 5.00        |       |
| Clerk of Court - recording assignment                 | .75         |       |
| George W. Scible - auctioneer                         | 11.00       |       |
| B. J. Wiegard, Agent - bond premium                   | 10.00       |       |
| Samuel S. Stokes - notary fees                        | 1.00        |       |
| One-half Federal revenue stamps                       | 1.10        |       |
| One-half State revenue stamps                         | <u>1.00</u> | 62.85 |

To Assignee for Taxes, viz:

|   |              |        |
|---|--------------|--------|
| 1939 State and County taxes               | 67.41        |        |
| 1940 State and County taxes               | 64.03        |        |
| 1941 State and County taxes (\$59.62-adj) | <u>23.18</u> | 154.62 |

To Annapolis Mortgage Co., mortgagee -

|  |                          |
|--|--------------------------|
| this balance on account mortgage claim | <u>1,607.18</u>          |
|  | <u><u>\$2,000.00</u></u> |

|                                       |                 |
|---------------------------------------|-----------------|
| Amount of mortgage claim filed        | \$2,365.82      |
| Cr. Amount allowed as above           | <u>1,607.18</u> |
| Balance subject to decree in personam | \$ 758.64       |

|                  |                  |                          |
|------------------|------------------|--------------------------|
| Cr. May 20, 1941 | Proceeds of Sale | <u><u>\$2,000.00</u></u> |
|------------------|------------------|--------------------------|

ORDER NISI

Ordered, This 16th., day of July, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 16th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th., day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., August 6, 1941.

We hereby certify, that the annexed Order Nisi - Eq. 8176 - Auditor's Account-Joseph A. Mayr was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of August, 1941. The first insertion being made the 17th day of July, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 20<sup>th</sup> day of August, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,  
Judge.

Maoma A. Burkhardt et al

vs.

Seth H. Linthicum, et al

:

:

:

:

No. 7747 Equity.

In The Circuit Court For

Anne Arundel County.

For previous proceedings see J. H. H. No. 51, Folio 227 to 231 inc.

Certified Copies from Cir. Ct. Balto. City -- Filed Oct. 15<sup>th</sup> 1941.

REPORT OF SALE

Filed 3<sup>rd</sup> April 1941

Maoma A. Burkhardt et al

vs.

Seth H. Linthicum, et al

In the Circuit Court

of

Baltimore City

To The Honorable, The Judge Of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the twenty-seventh day of March, 1941, with John T. Buzby and Esther A. Buzby, his wife, as tenants by the entireties, to sell them the property situate in Anne Arundel County, State of Maryland, being all that lot of ground beginning for the same at the corner formed by the intersection of the northernmost side of Charles Road with the westernmost side of Patapsco Road; and running thence north fifty-four degrees, thirty minutes west, binding on the northernmost side of Charles Road, one hundred nine and eighty-one one-hundredths feet to Lot No. Sixty-Two (62) as shown on the Plat hereinafter referred to; thence northeasterly along Lot No. Sixty-Two (62) eighty-eight feet; thence south fifty-four degrees, thirty minutes east one hundred and four feet more or less to the westernmost side of Patapsco Road; and thence south twenty-five degrees, thirty minutes west, along the westernmost side of Patapsco Road, eighty-eight feet more or less to the place of beginning. Being parts of Lots Nos. Sixty (60) and Sixty-one (61) on Plat No. Three (3) of Linthicum Heights, which Plat is now recorded among the Land Records of



Anne Arundel County in Plat Cabinet No. 2, Rod D-8, Plat No. 337, said lot being improved by a shingle and stucco bungalow, subject to the payment of an annual ground rent of Seventy-eight Dollars (\$78.00) payable 27th May and November, at and for the price of Three Thousand and Nine Dollars (\$3,009.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed expenses, be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed, documentary stamps and recording etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Thos. F. Cadwalader

Howard C. Wilcox

Guy B. Brown

H. Vernon Eney

Solicitors for Trustees.

Trustees.

State of Maryland, City of Baltimore, SS:

On this 3rd day of April, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

Joseph F. Fisher

(Place)

Notary Public

Filed 6" May, 1941

Maoma A. Burkhart, et al,

In the Circuit Court

vs.

of

Seth H. Linthicum, et al

Baltimore City

Ordered By The Court, This 6th day of May, 1941, that the private sale made and reported by the Trustees, on April 3, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

J. Abner Sayler

REPORT OF SALE

Filed 7" April 1941

Maoma A. Burkhart, et al.

In The Circuit Court

vs.

of

Seth H. Linthicum, et al

Baltimore City

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the twenty-seventh day of March, 1941, with Marie Fayetta Tolson to sell her the property situate in Anne Arundel County, State of Maryland, being all that lot of ground fronting fifty-five (55) feet more or less on the north side of Mountain Road with a depth northerly of about one hundred and forty-nine (149) feet more or less, and being Lot No. 203 on Plat No. 3 of Linthicum Heights, which plat is now recorded in Plat Cabinet No. 2, Rod D-8, Plat No. 337, said lot being improved by a frame cottage, in fee simple, at and for the price of Seven Hundred and Sixty-Five Dollars (\$765.00), of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, Anne Arundel County Sanitary Commission charges and other fixed expenses, be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendee, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed, documentary stamps and recording etc. to be borne by the vendee.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound, etc.  
Thos. F. Cadwalader

Guy B. Brown

Solicitors for Trustees.

Howard C. Wilcox

H. Vernon Eney

Trustees.

State of Maryland, City of Baltimore, SS:

On this 7th day of April, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

(Place)

Joseph F. Fisher

Notary Public

Filed 9<sup>th</sup> May, 1941

Maoma A. Burkhardt, et al

vs.

Seth H. Linthicum, et al

In The Circuit Court

for

Baltimore City

Ordered By The Court, This 9th day of May, 1941, that the private sale made and reported by the Trustees, on April 7th, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. Abner Sayler

REPORT OF SALE

Filed 26" May 1941

Maoma A. Burkhardt, et al.

vs.

Seth H. Linthicum, et al.

In The

Circuit Court of

Baltimore City

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the twenty-third day of May, 1941, with Walter R. Schlehr and Patricia B. Schlehr, his wife, as tenants by the entireties, to sell them the property situate in Anne Arundel County, State of Maryland, being all that lot of ground beginning for the same at the corner formed by the intersection of the southeast side of Patapsco Road with the northeast side of Lake Front Road, and running thence northeasterly binding on the southeast side of Patapsco Road fifty feet to Lot No. 17; thence southeasterly binding on Lot No. 17 one hundred and fifty feet to the northwest side of a twenty-foot road, there laid out parallel to Patapsco Road; thence southwesterly binding on said side of said road fifty feet to the northeast side of Lake Front Road; thence northwesterly binding on said side of Lake Front Road one hundred and fifty feet to the place of beginning. Being designated as Lot No. 16 on Plat of Resubdivision of Lots Nos. 11 to 31, both inclusive and addition to Plat No. 3, Linthicum Heights, said plat being duly recorded among the Land Records of Anne Arundel County; said lot being improved by a frame cottage and garage, subject to the payment of an annual ground rent of Fifty-four Dollars (\$54.00) payable on the first day of May and November, at and for the price of Two Thousand and Forty Dollars (\$2,040.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed, documentary stamps and recording, etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Thos. F. Cadwalader

Howard C. Wilcox

Guy B. Brown

H. Vernon Eney

Solicitors for Trustees.

Trustees.

State of Maryland, City of Baltimore, SS:

On this 26th day of May, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

James F. Thrift

(Place)

Notary Public.

Filed 27" June 1941

Maoma A. Burkhart, et al

In the

vs.

Circuit Court of

Seth H. Linthicum, et al

Baltimore City

Ordered By The Court, This 27th day of June, 1941, that the private sale made and reported by the Trustees, on May 26, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. Abner Sayler

#### REPORT OF SALE

Filed 17" July 1941

Maoma A. Burkhart, et al.

In The

vs.

Circuit Court of

Seth H. Linthicum, et al.

Baltimore City

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the tenth day of July, 1941, with Carl W. Thobe and Lois L. Thobe, his wife, as tenants by the entireties, to sell them the property situate in Anne Arundel County, State of Maryland, being all that lot fronting fifty (50) feet on the southernmost side of Charles Road, with an even depth southerly of one hundred and fifty (150) feet and being the lot designated as Lot No. 215 on Plat No. Three (3) of Linthicum Heights recorded in Plat Cabinet No. 2, Rod D-8, plat No. 337, improved by a frame semi-

bungalow and garage, subject to the payment of an annual ground rent of Sixty Dollars (\$60.00) payable on the twenty-seventh day of May and November, at and for the price of Two Thousand and Forty Dollars (\$2,040.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed, documentary stamps and recording etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Guy B. Brown

Howard C. Wilcox

Thos. F. Cadwalader

H. Vernon Eney

Solicitors for Trustees.

Trustees.

State of Maryland, City of Baltimore, SS:

On this 17th day of July, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

Pearl D. Whaley

(Place)

Notary Public.

Filed 19<sup>th</sup> August 1941

Maoma A. Burkhart, et al

In The

vs.

Circuit Court of

Seth H. Linthicum, et al

Baltimore City

Ordered By The Court, This 19th day of August, 1941, that the sale made and reported by the Trustees, on July 17, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Emory H. Niles

REPORT OF SALE

Filed 17<sup>th</sup> July 1941

Maoma A. Burkhart et al.

In The

vs.

Circuit Court of

Seth H. Linthicum et al.

Baltimore City

To The Honorable, The Judge Of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the sixteenth day of July, 1941, with Howard D. Chandler and Charlotte R. Chandler, his wife, to sell them the property situate in Anne Arundel County, State of Maryland, fronting fifty-five (55) feet, more or less, on the northernmost side of Mountain Road, with a depth northerly of one hundred and forty-nine (149) feet, more or less, and being Lot No. 204 (Two Hundred and Four) on Plat Three (3) of Linthicum Heights recorded in Plat Cabinet No. 2, Rod D-8, plat No. 337, improved by a frame cottage, in fee simple, at and for the price of One Thousand and Twenty Dollars (\$1,020.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, Anne Arundel County Sanitary Commission charges and other fixed expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Company guaranteeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed, documentary stamps and recording etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Guy B. Brown

Howard C. Wilcox

Thos. F. Cadwalader

H. Vernon Eney

Solicitors for Trustees.

Trustees.

State of Maryland, City of Baltimore, ss:

On this 17th day of July, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

Pearl D. Whaley

(Place)

Notary Public.

Filed 19<sup>th</sup> August 1941

Maoma A. Burkhart, et al

In The

vs.

Circuit Court of

Seth H. Linthicum, et al

Baltimore City

Ordered By The Court, This 19th day of August, 1941, that the \_\_\_\_ sale made and reported by the Trustees, on July 17, 1941 aforesaid, be and the same is hereby finally

Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Emory H. Niles

REPORT OF SALE

Filed 6<sup>th</sup> August 1941

Maoma A. Burkhart et al.

vs.

Seth H. Linthicum et al.

In The

Circuit Court of

Baltimore City

To The Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the fifth day of August, nineteen hundred and forty-one, with Johnie B. Kent and Allene J. Kent, his wife, as tenants by the entirety, to sell them the property situate in Anne Arundel County, State of Maryland, described as follows:-

Beginning for the same on the northwest side of Patapsco Road at the distance of six hundred thirty-seven and seventy-five one-hundredths feet northeasterly from Charles Road, said place of beginning being at point distant five feet southwesterly from the division line between Lots Nos. 51 and 52; and running thence northeasterly binding on the northwest side of Patapsco Road fifty feet to a point distant five feet southwesterly from the division line between Lots Nos. 50 and 51; thence northwesterly parallel to said last mentioned division line and distant five feet southwesterly therefrom one hundred sixty-eight and fifteen one-hundredths feet, more or less, to a point formerly the centre line of a fourteen foot alley now closed (see Agreement between J. Charles Linthicum and wife and S. Everett Stain, et al, recorded among the Land Records of Anne Arundel County May 18, 1925); thence southwesterly binding on the centre of said former alley fifty feet to a point distant five feet southwesterly from the division line between Lots Nos. 51 and 52; thence southeasterly parallel to said division line and distant five feet southwesterly therefrom one hundred sixty-seven and sixty-seven one-hundredths feet, more or less, to the place of beginning. Being part of Lots Nos. 51 and 52 on Plat No. 3 Linthicum Heights, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 337.

Subject to an annual ground rent of Fifty-four dollars (\$54.00) payable in equal installments on the first days of May and November annually, at and for the price of Two Thousand and Forty Dollars (\$2,040.00) of which One Hundred dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed charges be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued

by the Maryland Title Guarantee Company guaranteeing the title to the vendee, the cost of which policy is to be paid by the vendors, the expense of execution of the deed including revenue stamps and recording etc. to be borne by vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Thos. F. Cadwalader

Howard C. Wilcox

Guy B. Brown

H. Vernon Eney

Solicitor\_for Trustees.

Trustees.

State of Maryland, City of Baltimore, ss:

On this 6th day of Aug. 1941, before the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Seal)

Pearl D. Whaley

(Place)

Notary Public.

Filed 8<sup>th</sup> September 1941

Ordered By The Court, This 8th day of September, 1941, that the private sale made and reported by the Trustee, on August 6, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. Abner Sayler

State of Maryland, City of Baltimore, SS:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original -

Report of Sale as of April 3rd, 1941 and Final Order of Ratification thereon;  
Report of Sale as of April 7th, 1941 and Final Order of Ratification thereon;  
Report of Sale as of May 26th, 1941 and Final Order of Ratification thereon;  
Report of Sale as of July 17th, 1941 and Final Order of Ratification thereon;  
Report of Sale as of July 17th, 1941 and Final Order of Ratification thereon;  
Report of Sale as of August 6th, 1941 and Final Order of Ratification thereon;  
now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 14th day of October, A. D., 1941.

(Court Seal)

Chas. R. Whiteford,

Clerk.

*For further proceedings see J. 74. 16. No. 52 -  
Folio 448 to 455 inc.*



|   |   |                      |
|---|---|----------------------|
| Anna Ridout McFadden and others             | : | No. 8231 Equity      |
| vs.   | : | In The Circuit Court |
| Capital City Building and Loan Association, | : | For                  |
| a body corporate, and others                | : | Anne Arundel County. |

Mr. Clerk:

Please file and issue summons and etc.,

Eugene P. Childs  
Sol. for Plaintiffs.

Bill of Complaint --Filed Aug. 1<sup>st</sup> 1941.

To the Honorable, the Judges of said Court.

The Petition of Anna Ridout McFadden and Horatio Ridout, respectfully states.

1st: That they are the owners of 61 shares of the Capital Building and Loan Association registered on the books of the Company as follows, to wit:

19 shares represented by Certificate No. 91 issued May 27, 1922 to Horatio Ridout,  
19 shares represented by Certificate No. 90 issued May 27, 1922 to Anna M. B. Ridout,  
(now Anna Ridout McFadden),  
10 shares represented by Certificate No. 256 issued March 3, 1925 to Hugh R. Riley,  
Trustee for Anna R. McFadden and Horatio Ridout,  
2 shares represented by Certificate No. 65 issued July 23, 1921 to Hugh R. Riley,  
Administrator for Edith M. Ridout,  
3 shares represented by Certificate No. 69 issued August 20, 1921 to Hugh R. Riley,  
Administrator for Edith M. Ridout, and  
8 shares represented by Certificate No. 375 issued August 21, 1930 to Hugh R. Riley,  
Administrator for Edith M. Ridout.

2nd: That after the death of Edith Marden Ridout who was the mother of your petitioners, Hugh R. Riley administered her estate and it is known that this stock was in his possession as he had some of it transferred to his name as Trustee and also as Administrator and afterwards used some of said stock as collateral security to a loan secured from the County Trust Company of Maryland, which loan was afterwards paid and the stock according to a report of the County Trust Company was turned over to the said Hugh R. Riley.

3rd: That as a result of a nervous ailment the said Hugh R. Riley relinquished his control of said estate, and has recently departed this life testate, leaving his wife, Frances B. Riley as Executor of his estate.

4th: That thereafter A. Theodore Brady was appointed Trustee of said estate and supposedly took over all of the assets, but upon his death an examination of the papers in his office revealed that the stock certificates were not among his papers, although his secretary, Miss Elinore Girault is of the impression that she took the certificates to the Capital City Building and Loan Association office for the purpose of having them transferred to the plaintiffs herein.

Also Mr. Frank Bond, deputy Register of Wills believes that he saw the certificates of stock when he made an audit of the estate after Mr. Hugh R. Riley had relinquished his control over same.

5th: That recently Mr. A. Theodore Brady departed this life testate, and by his last

Will and Testament he named Wm. Martin Brady, now deceased as his Executor, the said William Martin Brady's estate having been administered by Walter L. Brady and Albert Jerome Goodman.

6th: That your petitioners have made every effort to locate said certificates of stock. They, through their attorney, and with the consent of the Executor of the estate of Hugh R. Riley have made a thorough examination of all papers relating to the Ridout estate in the hands of the Executor of the Riley estate. They have inquired at the Banks and of the executors of the William Martin Brady estate and at the office of the Capital City Building and Loan Association office, but can find no trace of said stock.

7th: That your petitioners have requested the Capital City Building and Loan Association to re-issue said stock, but they refuse to do so, unless a proper bond is filed protecting them from any loss in the matter, however, in view of the fact that the stock certificates have passed through so many hands, the Bonding Companies do not care to write the bond.

8th: That your petitioners have no adequate remedy at law, and owing to the peculiar circumstances of this case they cannot deal with their certificates of stock, and are suffering irreparable injury and loss as a result thereof.

To the end therefore,

Your petitioners pray the Court,

(1) That a decree may be passed authorizing and directing the Capital City Building and Loan Association, its successors or assigns to issue duplicate certificates of stock to wit, 30 1/2 shares to Horatio Ridout and 30 1/2 shares to Anna Ridout McFadden, as each own a one-half interest in said stock.

(2) And for such other and further relief as this case may require.

May it please your Honors to grant unto your petitioners the writ of subpoena directed to Capital City Building and Loan Association, a body corporate, County Trust Company of Maryland, a body corporate, Albert Jerome Goodman and Walter L. Brady, Administrators, C.T.A., Estate of A. Theodore Brady, Frances B. Riley, Executor of Estate of Hugh R. Riley and Elinore G. Girault, all of Annapolis, Maryland, commanding them to be and appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such decree or decrees as may be passed therein.

Respectfully submitted.

Eugene P. Childs,

Solicitor for Plaintiffs.

Anna Ridout McFadden and others

vs.

Capital City Building and Loan Association, and others.

No. 8231 Equity.

In The Circuit Court For

Anne Arundel County.

Answer of Frances B. Riley -- Filed Aug. 1" 1941

To the Honorable, the Judges of said Court.

The Answer of Frances B. Riley, Executor of the Estate of Hugh R. Riley, respectfully states.

1st: That she has no knowledge of the matters and facts alleged in the Bill of

Complaint filed against her as Executor of the Estate of Hugh R. Riley and others.

2nd: That after the death of the said Hugh R. Riley, she was approached about certain certificates of stock belonging to the Ridout Estate, and at that time she turned all of the legal papers belonging to said estate over to Eugene P. Childs with the request that he examine same. The said Childs afterwards reported that the certificates of stock were not among said papers.

3rd: That said stock certificates were never in this respondent's possession, and she has not the slightest knowledge regarding their whereabouts.

Having fully answered the Bill of Complaint, she prays to be dismissed with proper costs.

Respectfully submitted.

Frances B. Riley

Executor Estate Hugh R. Riley

Answer of Elinore G. Girault -- Filed Aug. 1" 1941.

To the Honorable, the Judges of said Court.

The Answer of Elinore G. Girault to the Bill of Complaint filed against her and others in this Court respectfully states.

1st: This respondent believes that the allegations contained in paragraphs one, two and three of the Bill of Complaint are true.

2nd: Answering the fourth paragraph of said Bill of Complaint, this respondent admits that she was the Secretary of the late A. Theodore Brady, prior to his death, and that she is distinctly under the impression that she, acting under the instruction of Mr. A. Theodore Brady took the certificates of stock to the office of the Capital City Building and Loan Association for the purpose of transfer, since that time she has no recollection of seeing or handling the stock certificates.

3rd: This respondent admits the death of the said A. Theodore Brady.

4th: Answering the sixth, seventh and eighth paragraphs of said Bill of Complaint, this respondent states that she has no knowledge of the matters and facts alleged therein.

Having answered said Bill of Complaint as fully as she is advised is necessary she prays to be hence dismissed with the proper costs.

Elinore G. Girault, Defendant.

Answer of County Trust Co. of Md. to Bill of Complaint -- Filed Aug. 4" 1941.

The Answer of the County Trust Company of Maryland, a body corporate, by George E. Rullman, its Attorney, says:

Answering the second paragraph of the Bill of Complaint, this Respondant states that Hugh R. Riley, Administrator of the Estate of Edith Marden Ridout, obtained a loan from the County Trust Company of Maryland and hypothecated as collateral for said loan certain certificates of stock of the Capital City Building and Loan Association. The loan was paid off and discharged on July 24, 1933, and the stock certificates delivered to Hugh R. Riley, Administrator.

Thus the transaction was closed, and your Respondant states that it has no further knowledge concerning the certificates of stock mentioned in the Bill of Complaint.

And this Respondant, having answered the Bill in so far as it is advised it is necessary so do to, prays to be dismissed with its reasonable costs.

County Trust Company of Maryland

George E. Rullman, Solicitor for  
County Trust Company of Maryland.

D. J. Thompson,  
Assistant Cashier.

State of Maryland, Anne Arundel County, to wit:-

I hereby certify that on this 4th day of August, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared D. J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the matters set forth in the foregoing answer are true as therein stated.

Witness my hand and Notarial Seal.

(Notarial Seal) Granville Lee Meredith,  
Notary Public.

Answer of Albert Jerome Goodman, Administrator, etc., et al. - Filed Aug. 4" 1941.

To The Honorable, The Judges of Said Court:

The answer of Albert Jerome Goodman, surviving administrator c.t.a. of the estate of A. Theodore Brady, respectfully shows:

First: That he has no knowledge of the matters and facts contained in the bill of complaint filed in this cause and consents to the passage of such decree as this Court deems fair and equitable.

And having fully answered said bill of complaint, he begs hence to be dismissed with his reasonable costs.

Albert Jerome Goodman,  
Administrator, etc. Defendant.

Anna Ridout McFadden and Horatio Ridout

vs.

Capital City Building and Loan Association, a body Corporate, et al.

No. 8231 Equity.  
In The Circuit Court For  
Anne Arundel County.

Answer to Bill of Complaint -- Filed Aug. 7" 1941.

Mr. Clerk:

Please file and serve a copy on Eugene P. Childs, who may be found on Church Circle, Annapolis, Maryland.

Louis M. Strauss  
Solicitor for Capital City Building  
and Loan Association.

To The Honorable, The Judges of Said Court:

The answer of the Capital City Building and Loan Association, one of the Respondents herein, for answer, respectfully says:

1. In answer to Paragraph 1 of the said Bill of Complaint your Respondent Association admits that it issued Certificates of Capital Stock as therein set forth and respectfully represents that the aforesaid stock, so issued, remains on their books in the manner of its issuance, and that it has no knowledge of the present owners or possessors of the aforesaid stock different or other than shown on its stock registration books as aforesaid.

2. In answer to Paragraph 2 of the said Bill of Complaint your Respondent Association neither admits nor denies the allegations therein contained and respectfully represents that

is has no knowledge of the matters therein set forth.

3. In answer to Paragraph 3 of the said Bill of Complaint your Respondent Association neither admits nor denies the allegations therein contained.

4. In answer to Paragraph 4 of the said Bill of Complaint your Respondent Association alleges that it has no knowledge of the matters set forth and therefore can neither admit nor deny the allegations therein contained.

5. In answer to Paragraph 5 of the said Bill of Complaint your Respondent Association admits the allegations therein contained.

6. In answer to Paragraph 6 of the said Bill of Complaint your Respondent Association has no knowledge of the matters therein contained and respectfully represent that the office of your Respondent has no record nor does it have in its possession the Stock Certificates therein mentioned.

7. In answer to Paragraph 7 of the said Bill of Complaint your Respondent Association admits that it refused to reissue the said stock unless the proper bond was filed to protect them from any loss in connection therewith, and respectfully represents that your Respondent Association is still entitled to the protection from any claim or claims that might arise against your Respondent Association by reason of the issuance of the said Stock Certificates

8. In answer to Paragraph 8 of the said Bill of Complaint your Respondent Association neither admits nor denies the allegations therein contained.

And having answered the said Bill of Complaint your Respondents Association prays to be hence dismissed with costs.

George E. Graefe, President of the  
Capital City Building and Loan Association

Louis M. Strauss,  
Solicitor for Capital City Building  
and Loan Association.

Decree -- Filed August 26, 1941.

The Plaintiffs in the above case, not desiring to take testimony in said case, and all of the Defendants having answered said Bill of Complaint, and in their several Answers, having disclaimed any knowledge of the whereabouts of the certificates of stock mentioned in the Bill of Complaint and in further view of the fact that said certificates of stock are not negotiable, in the sense that the title thereto would pass by simple delivery, but could only pass by proper assignment of the owner named therein or his or her personal representatives.

It is thereupon this 26th day of August in the year 1941, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the Capital City Building and Loan Association, a body corporate cause to be issued unto Horatio Ridout, a duplicate certificate representing thirty and one half shares of stock, and unto Anne Ridout McFadden a duplicate certificate representing thirty and one-half shares of stock, in lien of sixty-one shares of stock now registered on the books of the Capital City Building and Loan Association, as follows, to wit: Certificate No. 91 issued May 27, 1922 to Horatio Ridout for nineteen shares of stock; Certificate No. 90 issued May 27, 1922 to Anna M. B. Ridout (Now Anna Ridout McFadden) for nineteen shares of stock; Certificate No. 256 issued March 3, 1925 to Hugh R. Riley, Trustee for Anna R. McFadden and Horatio Ridout for ten shares of stock; Certificate No. 65 issued July 23, 1921 to Hugh R. Riley, Administra-

tor for Edith M. Ridout for two shares of stock; Certificate No. 69 issued August 20, 1921 to Hugh R. Riley, Administrator for Edith M. Ridout for three shares of stock and Certificate No. 375 issued August 21, 1930 to Hugh R. Riley, Administrator for Edith M. Ridout for eight shares of stock.

It is further ordered that the Plaintiffs pay the costs of this proceedings.

Ridgely P. Melvin, Judge.

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|                                   |   |                          |
|-----------------------------------|---|--------------------------|
| In The Matter of the Adoption     | : | No. 8244 Equity.         |
| of                                | : | In The Circuit Court For |
| Donald Gerald Jackson, An Infant. | : | Anne Arundel County.     |

Mr. Clerk:

Please file, etc.

E. Klawans, Solicitor.

Petition for adoption and award of custody -- Filed Sept. 8" 1941.

To The Honorable, The Judges of Said Court:

The petition of Gladys Inez Jackson and of Adelbert Christopher Brown, respectfully shows:

1. That Donald Gerald Jackson is an infant now two years and seven months old. That his father, James Edward Jackson, is dead. That his mother is the petitioner, Gladys Inez Jackson.

That his mother is a widow and not now married. That the said child now is and always has been in her custody, and she and the said child reside in Anne Arundel County, Maryland.

2. That the said Gladys Inez Jackson is without means to properly support the said child or herself, and she and the said child are dependent upon her father, Adelbert Christopher Brown, for their support and maintenance.

3. That the said Adelbert Christopher Brown loves the said child and is ready, willing, and able to support him, and for the greater security of said child he desires to adopt him in law as his own son. That this will be for the welfare, best interest, and advantage of the said child. That the said Gladys Inez Jackson desires that this should be done. That the said Adelbert Christopher Brown is not now married.

4. That when said child is made in law the adopted son of Adelbert Christopher Brown, the petitioners desire that the name of the child shall remain unchanged, and this will be as before the adoption.

5. That the petitioners desire that the said child shall remain in the care and custody of his mother, Gladys Inez Jackson, and that she be awarded his care and custody by an order of this Court; and this will be for the welfare, best interest and advantage of the said child and of the petitioners.

To The End Therefore:

(1) That this Court pass a decree whereby Donald Gerald Jackson shall in law become the adopted son of Adelbert Christopher Brown.

- (2) That the name of said child shall remain unchanged notwithstanding this adoption.
- (3) That this Court pass a decree whereby the care and custody of the said Donald Gerald Jackson shall be awarded to Gladys Inez Jackson after this adoption.
- (4) And for such other and further relief as the nature of the case may require.
- And as in duty bound, etc.

E. Klawans,  
Solicitor

Gladys Inez Jackson  
Adelbert Christopher Brown  
Petitioners

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of September, 1941, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Gladys Inez Jackson and Adelbert Christopher Brown, and they did each make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therein stated, to the best of their information, knowledge, and belief.

Witness my hand and notarial seal.

(Notarial Seal)

Carolyn V. Martin

Notary Public.

#### DECREE OF COURT

Upon the foregoing petition and affidavit, it is this 9th day of September, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that Donald Gerald Jackson henceforth shall be in law the adopted son of Adelbert Christopher Brown, and the latter shall be responsible for the support and maintenance of the said child. And it is further adjudged, ordered, and decreed, that the name of the said child shall continue to be in law Donald Gerald Jackson. And it is further adjudged, ordered, and decreed that the care and custody of the said child after this adoption is hereby awarded to Gladys Inez Jackson, subject to the further order of this Court

Ridgely P. Melvin, A. J.

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|                                       |   |                          |
|---------------------------------------|---|--------------------------|
| In the Matter of the Sale of the      | : | No. 7411 Equity.         |
| Mortgaged Real Estate of Joshua Kelly | : | In The Circuit Court For |
| and Margaret A. Kelly, his wife.      | : | Anne Arundel County.     |

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.  
Irving H. Mezger, Attorney, Assignee.

Petition for Foreclosure -- Filed May 22" 1937.

This Mortgage, made this 27th day of May in the year Nineteen Hundred and Eighteen, by and between Joshua Kelly and Margaret A. Kelly, his wife, of Anne Arundel County, State of Maryland, Mortgagors, and the Arundel Perpetual Loan and Savings Association of Anne Arundel County, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas the said Mortgagors, being members of the said body corporate, have received

therefrom the sum of nine hundred dollars, being an advance of the full paid up value of their nine shares of its stock.

And Whereas it was a condition precedent to such advance being made, that this Mortgage should be executed to secure the payment of the dues, interest and fines and the performance of the covenants and conditions hereinafter mentioned to be paid and performed.

Now Therefore this Mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Joshua Kelly and Margaret A. Kelly, his wife, do hereby grant and convey unto the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, all that lot of ground situate near the Colored Peoples Magathy M. E. Church in the third election district of Anne Arundel County; being a part of the tract conveyed by Samuel O. Hall and wife to Charles B. Pumphrey, dated September 28th, 1911 and recorded in Liber G. W. No. 86 Folio 401, and described as follows:-

Beginning for the same at a stone planted at the end of the fifth line of the whole tract conveyed to said Charles B. Pumphrey and running thence south sixty-three degrees east nine hundred and twenty-eight feet to a stone thence south thirty-five degrees thirty minutes west three hundred feet to a stone thence north fifty-five degrees thirty minutes west eight hundred and fifty feet to a stone thence north thirty-five degrees thirty minutes east two hundred and eight and three-quarters feet to the place of beginning. Containing five acres of land more or less.

Being the same lot of ground that was granted and conveyed by Ann Rebecca Kess and husband to the said Mortgagors by deed dated March 18th, 1918 and recorded immediately prior hereto.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have And To Hold the above described lot of ground and premises unto the Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, in fee simple.

If however, the said Mortgagors shall make the payments and perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, hereby covenant with the Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, to pay and perform as follows: that is to say; to pay the Mortgagee or its assigns, the weekly sum of two dollars and twenty-five cents as dues, on every Tuesday evening; also to pay all taxes or assessments for which the property hereby Mortgaged may become liable, when payable; to pay also the sum of one dollar and eight cents on every Tuesday evening, being the interest and premium of twelve cents per share on each one of the shares redeemed; to pay the fine of five cents per share per week for every week said payments shall remain unpaid. Also to pay all fines that may be imposed on said Mortgagors by said Mortgagee in accordance with its Constitution and By-Laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the Mortgagee; all of which payments and covenants shall continue in force until the weekly dues aforesaid shall amount to the sum of money advanced by said Mortgagee to said Mortgagors as aforesaid.



And it is further understood that when and so often as one hundred dollars are paid to said body corporate as weekly dues (said sum corresponding to one share of stock), then the weekly interest of twelve cents per share due thereon shall be abated.

And in case of default being made in the installments of the aforesaid Mortgaged debt and interest at the times limited and mentioned for the payment of the same for four weeks or in case of any default being made in the covenants or conditions of this Mortgage, then the whole mortgage debt hereby intended to be secured shall become due and payable; and these presents are hereby declared to be in Trust, and the said body corporate, or its assigns, or J. Bibb Mills, its duly constituted Attorney or Agent, are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, and to grant the same to the purchaser or purchasers thereof, or to his, her or their assigns; which sale shall be made in the following manner; by giving at least twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and the proceeds arising from such sale, to be applied, first to the payment of all expenses incident to such sale, including a counsel fee of twenty-five dollars and a commission to the party making such sale, equal to that allowed on sales made by a trustee under decrees of Courts having Equity jurisdiction in Maryland, secondly, to the payment of all moneys owing hereunder, whether the same shall have then matured or not; and as to the balance to pay it over to said Mortgagors, their heirs, personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

H. C. Bourke, Jr.

Joshua A. Kelley (Seal)

Margaret A. Kelley (Seal)

State of Maryland, Anne Arundel County To Wit:-

I hereby certify that on this 27 day of May in the year Nineteen hundred and Eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Joshua Kelly and Margaret A. Kelly, his wife, the Mortgagors above named, and each acknowledged the said Mortgage to be their act and deed. And also at the same time before me personally appeared William Huber, President of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth; and that he is the duly appointed Agent of the said body corporate for the purpose of making this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) H. C. Bourke, Jr.

Notary Public.

Baltimore, Maryland May 18th, 1937

The within described mortgage is hereby assigned to Irving H. Mezger, Attorney, for foreclosure purposes.

Attest:

Robt M. Farring

Secretary.

(Corporate Seal)

Arundel Perpetual Loan & Savings  
Association of Anne Arundel Co.

By: John P. Helmer,

President.

Received for Record 22 day of May 1937, at 12 o'clock M. and same day recorded in Liber G. W. No. 147, Fol. 488, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

In the Matter of the Sale of the  
Mortgaged Real Estate of Joshua Kelly,  
and Margaret A. Kelly, his wife,

No. 7411 Equity.  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim -- Filed June 17th., 1937.

Statement of mortgage claim of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, under the mortgage from Joshua Kelly and Margaret A. Kelly, his wife, to the Arundel Perpetual Loan and Savings Association of Anne Arundel County dated May 27th, 1918 and recorded among the Land Records of Anne Arundel County in Liber G. W., No. 147, folio 487, etc.

|  |          |
|--|----------|
| Balance due on mortgage debt as of January 1st, 1932 | \$657.38 |
|--|----------|

|  |                 |
|--|-----------------|
| To 286 weeks interest at the rate of 84¢ per week to<br>June 15th, 1937, inclusive | <u>\$242.24</u> |
|--|-----------------|

\$899.62

Balance to bear interest at the rate of 84¢ per week until settlement.

Jas. E. Hawkins, Treasurer

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 15th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared James E. Hawkins, Treasurer of the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim due under the mortgage filed in the said cause now remaining unpaid.

(Notarial Seal) H. C. Bourke, Jr.

Notary Public.

Bond --Filed & Approved this 17th day of June, 1937.--Frank A. Munroe, Clerk.

Know All Men By These Presents, That I, Irving H. Mezger, Attorney, assignee as Principal, and Eagle Indemnity Company, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen hundred (\$1500.) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of June, Nineteen Hundred and thirty-seven.

Whereas, by virtue of a power of sale contained in a mortgage from Joshua Kelly and Margaret A., his wife to Arundel Perpetual Loan & Savings Association of Anne Arundel County bearing date on or about the twenty-seventh day of May Nineteen Hundred and eighteen the said Irving H. Mezger, Attorney, assignee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid,

and the said Irving H. Mezger, Attorney, assignee is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition Of The Above Obligation Is Such, That if the above bounden Irving H. Mezger, Attorney, assignee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Irving H. Mezger (Seal)

Attorney, Assignee

(Corporate Seal)

Eagle Indemnity Company  
By: Benjamin Michaelson,  
Attorney-in-fact.

In The Matter Of The Sale Of The  
Mortgaged Real Estate of Joshua  
Kelly and Margaret A. Kelly, his wife.

No. 7411 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed June 29" 1937 Final order Feby. 17, 1941.

To the Honorable, the Judge of said Court:

The Report of Sale of Irving H. Mezger, Attorney, assignee of the mortgage from Joshua Kelly and Margaret A. Kelly, his wife, in said cause mentioned, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said Attorney, assignee did pursuant of said notice on Monday, the twenty-first day of June, 1937, at 3:30 o'clock P. M. attend on the premises and then and there sold at Public Auction all that lot of ground located in the Third Election District of Anne Arundel County, more particularly described in said mortgage together with the improvements thereon in fee-simple to Henry C. Bourke, Junior, acting as Agent for the Arundel Federal Savings and Loan Association of Baltimore City, at and for the sum of Five hundred (\$500.00) dollars of which a deposit of Two hundred (\$200.00) dollars was paid at the time of sale, balance upon ratification of said sale with all expenses to be adjusted to date of sale.

Irving H. Mezger

Attorney, assignee.

State of Maryland, City of Baltimore, to wit:-

I Hereby Certify, that on this 26th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Irving H. Mezger, Attorney, assignee of the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

A. Evelyn Bishop  
Notary Public.

ORDER NISI

Ordered, this 29th day of June, 1937, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney, assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 31st. day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st. day of July next. The report states that the amount of sales to be \$500.00

Frank A. Munroe, Clerk.

Certificate of Publication

Annapolis, Md., July 21, 1937

We hereby certify, that the annexed Order Nisi - Sale - Equity 7411 - Joshua Kelly and wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st. day of July, 1937. The first insertion being made the 1st day of July, 1937.

The Capital-Gazette Press, Inc.

By Adaline S. Moss.

Ordered By The Court, This 17th day of February, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged Real Estate of Joshua Kelly and Wife.

No. 7411 Equity.

In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed Aug. 8" 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Joshua Kelly and Wife in ac. with Irving H. Mezger, Assignee

|                            |              |       |
|----------------------------|--------------|-------|
| To Assignee for fee        | \$25.00      | \$    |
| To Assignee for commission | <u>33.00</u> | 58.00 |

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 11.65       |       |
| Auditor                                | <u>9.00</u> | 30.65 |

To Amount brought forward \$ \$88.65

To Assignee for Expenses, viz:

|  |       |       |
|--|-------|-------|
| Capital-Gazette Press - advertising sale order nisi on | 18.75 |       |
| Capital-Gazette Press - report of sale order nisi on   | 5.00  |       |
| Capital-Gazette Press - auditor's acct.                | 5.00  |       |
| Clerk of Court - recording assignment                  | .75   |       |
| Columbia Casualty Co. - bond premium                   | 10.00 |       |
| Paul Caplan & Co., Inc. - auctioneer                   | 10.00 |       |
| Notary fees  | .50   |       |
| One-half Federal revenue stamp                         | .28   |       |
| One-half State revenue stamp                           | .25   | 50.53 |

To Arundel Perpetual Loan & Savings Ass'n.

mortgagee - this balance on account

|                      |                 |
|----------------------|-----------------|
| mortgage claim filed | 360.82          |
|                      | <u>\$500.00</u> |

Amount of mortgage claim filed \$899.62

Interest to 6/21/37 .88

900.50

Cr. Amount allowed as above 360.82

Balance subject to decree in personam \$539.68

Cr. June 21, 1937 Proceeds of Sale \$500.00

#### ORDER NISI

Ordered, This 8th day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 9th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

John H. Hopkins, 3rd., Clerk.

#### Certificate of Publication

Annapolis, Md., September 5, 1941

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity 7411 Joshua Kelly was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of September, 19-- . The first insertion being made the 14th day of August, 1941.

The Capital-Gazette Press, Inc.  
By Dorothy Kunsman.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this 15th day of Sept. 1941, that the foregoing Report and Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the  
Mortgaged Real Estate of Joseph  
Kelly and Edna Kelly

No. 7412 Equity.  
In The Circuit Court For  
Anne Arundel County.

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause,  
and oblige.  
Irving H. Mezger  
Attorney, Assignee.

Petition for Foreclosure -- Filed \_\_\_\_\_

This Mortgage, Made this 10th day of January in the year one thousand nine hundred and twenty two between Joseph Kelly and Edna Kelly, his wife, of the county of Anne Arundel in the State of Maryland, Mortgagors, and the Arundel Perpetual Loan & Savings Association of Anne Arundel County a body corporate, duly incorporated, Mortgagee. Whereas the said mortgagors being members of the said body corporate, has received therefrom an advance of three hundred dollars on three shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now therefore, this Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Joseph Kelly and Edna Kelly, his wife do grant unto the said Arundel Perpetual Loan & Savings Association of Anne Arundel County, its successors and its assigns, all that lot of ground situate and lying in the Third Election District of Anne Arundel County and described as follows:

Beginning for the same at a stone which is the northeast boundary stone of the whole tract of land conveyed to Melinda C. Dorguth by Anna Martin and husband, thence running with and bounding on the eastern outline of the said whole tract of land in a southerly direction a distance of two hundred and eight feet to a stone planted in said eastern outline, thence leaving said outline and running in a westerly direction a distance of two hundred and eight feet to a stone, thence running in a northerly course a distance of two hundred and eight feet to a stone planted on or in the most northerly outline of the said whole tract of land, thence running with and binding on said northerly outline a distance of two hundred and eight feet to the place of beginning.

Containing one acre of land more or less. For title of said mortgagors see deed to them from Melinda C. Dorguth and husband dated October 18, 1909 recorded in Liber G. W. No. 74, folio 129; see also deed from Alfred H. Perrie, late County Treasurer of Anne Arundel County, et al to said mortgagors dated October 25, 1921, recorded prior hereto.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

To Have and to Hold the said lot of ground and premises unto the said Arundel Perpetual Loan & Savings Association, of Anne Arundel County, its successors and its assigns, in fee simple.

If, however, the said Mortgagors shall make the payments and perform the covenants on their part herein contained, then this Mortgage shall be void. And the said Joseph Kelly and Edna Kelly, his wife, for themselves, their heirs, executors, administrators and assigns, covenant with the said Arundel Perpetual Loan & Savings Association of Anne Arundel County, its successors and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, or its assigns, weekly, at the weekly meeting, the sum of twenty-five

cents as dues on each of said shares of stock and the sum of twelve cents as interest on each of said shares of stock; until the combined payments on dues amount to the sum of money so advanced; with the understanding that the interest shall abate twelve cents when and as each one hundred dollars has been paid, also to pay all taxes for which the property hereby mortgaged may become liable, when payable: also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee:

And it is agreed, that until default is made, the Mortgagors or their assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said Arundel Perpetual Loan & Savings Association of Anne Arundel County, its successors and assigns, or Thomas Burling Hull, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for four weeks, to sell the property hereby mortgaged; or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test:

H. C. Bourke, Jr.

Joseph Kelly (Seal)

Edna Kelly (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 10th day of January in the year of one thousand nine hundred and twenty-one before me, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Joseph Kelly and Edna Kelly, his wife, the Mortgagors named in the forgoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared William Huber, the President of the corporation aforesaid, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(Notarial Seal)

H. C. Bourke, Jr.

Notary Public.

Baltimore, Maryland, May 18, 1937.

The within described mortgage is hereby assigned to Irving H. Mezger, Attorney, for foreclosure purposes.

(Corporate Seal) Arundel Perpetual Loan & Savings Association

Attest:

of Anne Arundel County.

Robt M. Farring, Secretary.

By: John P. Henler, President.

Received for Record 24 day of May, 1937, at 10 o'clock A. M., and same day recorded in Liber W. N. W. No. 50, Fol. 189, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

In the Matter of the Sale of the  
Mortgaged Real Estate of Joseph  
Kelly and Edna Kelly, his wife.

No. 7412 Equity.  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim. Filed June 17th 1937.

Statement of mortgage claim of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, under the mortgage from Joseph Kelly and Edna Kelly, his wife, to the Arundel Perpetual Loan and Savings Association of Anne Arundel County, dated January 10th, 1922 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 50, folio 188, etc.

|  |          |
|--|----------|
| Balance due on mortgage debt as of September 4th, 1934 | \$366.03 |
|--|----------|

|   |              |
|---|--------------|
| To 120 weeks interest <u>as</u> the rate of 48¢ per week to |              |
| June 15th, 1937, inclusive                                  | <u>57.60</u> |
|   | \$423.63     |

Balance to bear interest at the rate of 48¢ per week until settlement.

Jas. E. Hawkins, Treasurer.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 15th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared James E. Hawkins, Treasurer of the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim due under the mortgage filed in the said cause now remaining unpaid.

(Notarial Seal)

H. C. Bourke, Jr.

Notary Public.

Bond -- Filed &amp; Approved this 17th day of June, 1937. Frank A. Munroe, Clerk.

Know All Men By These Presents, That we Irving H. Mezger, Attorney, assignee as Principal, and Eagle Indemnity Company, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and (\$1000.00) Dollars, current money, to be paid to the said State or its certain Attorney and each of our to which payment well and truly to be made and done, we bind ourselves and each of us, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of June, Nineteen Hundred and thirty-seven.



Whereas, by virtue of a power of sale contained in a mortgage from Joseph Kelly and Edna, his wife to Arundel Perpetual Loan and Savings Association of Anne Arundel County bearing date on or about the tenth day of January Nineteen Hundred and twenty-two the said Irving H. Mezger, Attorney, Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case of default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Irving H. Mezger, Attorney, assignee is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition of the Above Obligation Is Such, That if the above bounden Irving H. Mezger, Attorney, assignee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Irving H. Mezger (Seal)  
Attorney, assignee.

(Corporate Seal)

Eagle Indemnity Company

By: Benjamin Michaelson,  
Attorney-in-fact.

In The Matter of the Sale of the  
Mortgaged Real Estate of Joseph  
Kelly and Edna Kelly, his wife.

No. 7412 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed June 29th., 1937.

To the Honorable, the Judge of said Court:

The Report of Sale of Irving H. Mezger, Attorney, assignee, of the mortgage from Joseph Kelly and Edna Kelly, his wife, in said cause mentioned, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least <sup>twenty</sup> (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said Attorney, assignee did pursuant of said notice on Monday, June 21st, 1937, at three (3) o'clock P. M. attend on the premises and then and there sold at Public Auction all that lot of ground located in the Third Election District of Anne Arundel County, more particularly described in said mortgage together with the improvements thereon in fee-simple, to Henry C. Bourke, Junior, acting as Agent for the Arundel Federal Savings and Loan Association of Baltimore City, at and for the sum of Three hundred (\$300.00) Dollars, of which a deposit of two hundred (\$200.00) Dollars was paid at the time of sale, balance upon ratification of said sale with all expenses to be adjusted to date of sale.

Irving H. Mezger  
Attorney, assignee.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 26th day of June in the year one thousand nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in

and for the City of Baltimore, aforesaid, personally appeared Irving H. Mezger, Attorney, assignee, of the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) A. Evelyn Bishop  
Notary Public.

ORDER NISI

Ordered, this 29th day of June, 1937, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 31st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of July next.

The report states that the amount of sales to be \$300.00

Frank A. Munroe, Clerk.

Certificate of Publication

Annapolis, Md., July 21, 1937

We hereby certify, that the annexed Order Nisi - Sale - Equity 7412 - Joseph Kelly and wife - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1937. The first insertion being made the 1st day of July, 1937.

The Capital-Gazette Press, Inc.

By Adaline S. Moss.

Ordered By The Court, This 17th day of February, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause/ having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the  
Mortgaged Real Estate of Joseph  
Kelly and Edna Kelly, his wife.

No. 7412 Equity.  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed Aug. 8<sup>th</sup> 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Joseph Kelly and Edna Kelly, his wife in ac. with Irving H. Mezger, Assignee.

|                             |              |       |
|-----------------------------|--------------|-------|
| To Assignee for fee         | \$25.00      | \$    |
| To Assignee for commissions | <u>21.00</u> | 46.00 |

To Amount brought forward \$ \$46.00

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 11.65       |       |
| Auditor                                | <u>9.00</u> | 30.65 |

To Assignee for Expenses, viz:

|  |            |       |
|--|------------|-------|
| Capital-Gazette Press - advertising sale order nisi on | 16.50      |       |
| Capital-Gazette Press - report of sale order nisi on   | 5.00       |       |
| Capital-Gazette Press - auditor's acct.                | 5.00       |       |
| American Surety Co. - bond premium                     | 10.00      |       |
| Paul Caplan & Co., Inc., - Auctioneer                  | 10.00      |       |
| Clerk of Court - recording assignment                  | .75        |       |
| Notary fees  | .50        |       |
| One-half Federal revenue stamps                        | .28        |       |
| One-half State revenue stamps                          | <u>.15</u> | 48.18 |

To Arundel Perpetual Loan & Savings Ass'n.  
mortgagee - this balance on account  
mortgage claim filed

175.17

\$300.00

|                                |            |
|--------------------------------|------------|
| Amount of mortgage claim filed | \$423.63   |
| Interest to 6/21/37            | <u>.37</u> |

424.00

|                             |               |
|-----------------------------|---------------|
| Cr. Amount allowed as above | <u>175.17</u> |
|-----------------------------|---------------|

|                                       |          |
|---------------------------------------|----------|
| Balance subject to decree in personam | \$248.83 |
|---------------------------------------|----------|

Cr. June 31, 1937 Proceeds of Sale

\$300.00

ORDER NISI

Ordered, This 8th day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 9th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September, next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 5, 1941

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity 7412 - Joseph Kelly was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of September, 1941. The first insertion being made the 14th day of August, 1941.

The Capital-Gazette Press, Inc.  
By Dorothy Kunsman.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 15th day of Sept., 1941, that the foregoing Report and Account of the Auditor be and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

|                                  |   |                          |
|----------------------------------|---|--------------------------|
| In the Matter of the Sale of the | : | No. 8171 Equity.         |
| Mortgaged Real Estate of Lena M. | : | In The Circuit Court For |
| Wright, unmarried.               | : | Anne Arundel County.     |

Mr. Clerk:

Please docket the above entitled case, file the within mortgage, record the assignment thereon and enter my appearance.

Wilbur R. Dulin, Assignee.

Mortgage -- Filed April 18, 1941.

This Mortgage, Made this 10th day of March in the year nineteen hundred and thirty-three by and between Lena M. Wright (unmarried) Mortgagor of Baltimore City in the State of Maryland, of the first part, and The Sunset Beach Development Company Mortgagee, of the second part.

Whereas by deed of even date herewith and intended to be recorded immediately prior hereto, the said Mortgagee conveyed unto the said Mortgagor, the lots of ground hereinafter described, subject to certain restrictions.

And Whereas there was a balance due on the purchase price of said lots of Six Hundred and twenty-five Dollars (\$625.00) which is to be paid with legal interest thereon, adjusted annually of at least Twelve Dollars (\$12.00) each month, and to secure the payment of which sum with interest as aforesaid, this Purchase Money Mortgage is executed.

*Ey* Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, subject, however, to the restrictions provided for in said deed doth grant and convey unto the said Mortgagee, its successors and assigns in fee simple, all those two lots as shown on a Plat of Sunset Beach, which is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book F. S. R. No. 2, Folio 27, as Lots Nos. Eleven (11) and Twelve (12), Section Seven (7) fronting forty feet on Manchester Road, as shown upon said plat.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Hundred and Twenty-five Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at

the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, or assigns, or Enoch Harlan their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifteen dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor her personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for herself, her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagor for herself, her heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors, or assigns, or Enoch Harlan their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

Witness the hand and seal of the said Mortgagor

Test: Helen M. Kohler

Lena M. Wright (Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 10th day of March in the year nineteen hundred and thirty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Lena M. Wright the Mortgagor named in the foregoing Mortgage, and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared Howard M. Pumphrey, Secretary-Treasurer of The Sunset Beach Development Company the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage

is true and bona fide as therein set forth, and that he is the agent of said Mortgagee with authority to make said oath.

(Notarial Seal) Helen M. Kohler  
Notary Public.

April 10th., 1941.

For value received, The Sunset Beach Dev. Co. hereby assigns the within mortgage to Wilbur R. Dulin Attorney for purposes of foreclosure, as the within mortgage is in default and the covenants have been abrogated.

As witness the hand and corporate seal of the Sunset Beach Dev. Co. by its President Thomas W. Pumphrey, duly attested by its Secretary-treasurer.

Attest: (Corporate Seal) The Sunset Beach Development Co.  
Howard M. Pumphrey Thomas W. Pumphrey, Jr.  
Sec. Treas. President.

Received for Record 18 day of April, 1941, at 12:30 o'clock P. M. and the same day recorded in Liber F. S. R. No. 111, Fol. 177, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In The Matter of the Sale of the  
Mortgaged Real Estate of Lena M.  
Wright, unmarried.

No. 8171 Equity.  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim -- Filed April 18, 1941.

Statement of the mortgage claim of The Sunset Beach Development Company, a body corporate for the State of Maryland, under the mortgage to it from Lena M. Wright, unmarried, dated the 10th day of March, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 111, Folio 175, said mortgage having been in default since September 15, 1934.

|                          |               |                  |               |
|--------------------------|---------------|------------------|---------------|
| Sept. 1, 1934 - Mortgage | \$625.00      | Sept. 1934 -Cash | \$24.00       |
| Interest to 4/12/41      | <u>238.60</u> | Balance          | <u>839.60</u> |
|                          | \$863.60      |                  | \$863.60      |

(Corporate Seal) The Sunset Beach Development Company  
Howard M. Pumphrey By Thomas W. Pumphrey, Jr.  
Sec. Treas. President.

State of Maryland, City of Baltimore, SS:

I Hereby Certify that on this 12th day of April, 1941, before as the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas W. Pumphrey, President of The Sunset Beach Development Company and made oath in due form of law that the foregoing statement is a true statement of the balance due the said corporation and that he has full knowledge of the books of said corporation.

As Witness my hand and seal Notarial.

(Notarial Seal) Grace L. Horney  
Notary Public.

Bond -- Filed April 18, 1941.

Know All Men By These Presents, That We, Wilbur R. Dulin of Annapolis, Maryland as Principal, and The Home Indemnity Company, of New York, N. Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and 00/100 Dollars, current money, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th day of April, Nineteen Hundred and Forty One.

Whereas, by virtue of a power of sale contained in a mortgage from Lena M. Wright to The Sunset Beach Development Company, a body corporate of the State of Maryland bearing date on or about the 10th day of March Nineteen Hundred and Thirty Three and recorded in the Land Records of Anne Arundel County in F. S. R. 111, folio 175 the said Wilbur R. Dulin is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Wilbur R. Dulin is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition Of The Above Obligation Is Such, That if the above bounden Wilbur R. Dulin do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Elizabeth J. Jones

(Corporate Seal)

Wilbur R. Dulin (Seal)

The Home Indemnity Company

By: Richard C. Marshall  
Attorney-in-Fact.

In The Matter of the Sale of the  
Mortgaged Real Estate of Lena M.  
Wright, unmarried.

No. 8171 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed May 21st. 1941. Final Order July 2, 1941.

To The Honorable, The Judges of Said Court:

The Report of Sale of Wilbur R. Dulin, Attorney, Assignee of the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Lena M. Wright, unmarried, dated the 10th day of March, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 111, folio 175, the said Wilbur R. Dulin, Attorney, as the Assignee of said mortgage, by a short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Southern Maryland Times, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did

on Tuesday, May 20, 1941, at 11:30 o'clock A. M., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said Wilbur R. Dulin, Attorney, Assignee as aforesaid, then and there sold the said property to The Sunset Beach Development Company of Baltimore City, Maryland, at and for the sum of Three Hundred Dollars (\$300.00), it being at that figure the highest bidder therefore, the said property being the following:

All those two lots or parcels of ground shown on a plat of Sunset Beach, which is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book F. S. R. No. 2, folio 27 and known as Lots Nos. 11 and 12, section 7, fronting 40 feet on Manchester Road as shown upon said plat.

Being the same property which was conveyed to the said Lena M. Wright, unmarried, by The Sunset Beach Development Company, a body corporate for the State of Maryland, by deed dated the 10th day of March, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 111, folio 174.

2. And the said Assignee further reports that he has received from the purchaser the deposit of \$300 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:-

Terms of Sale: A deposit of \$300 will be required of the purchaser on the day of sale and the balance of the purchase money, with interest thereon at the rate of 6 percent per annum, to be paid in cash upon final ratification of the sale. Taxes and expenses to be adjusted as of date of sale.

Respectfully submitted,

Wilbur R. Dulin,  
Attorney, Assignee.

State of Maryland, County of Anne Arundel, to wit:

I Hereby Certify that on this 21st day of May, 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Wilbur R. Dulin, Attorney, Assignee, and made oath in due form of law that the matters and things state in the foregoing Report of Sale are true, and that the said sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Elizabeth J. Jones  
Notary Public.

#### Advertisement of Sale

Assignee's Sale of Valuable Real Estate located in the Third Election District of Anne Arundel County in the Sub-Division known as "Sunset Beach"

Under and by virtue of the power of sale contained in a mortgage from Lena M. Wright, unmarried, dated the 10th day of March 1933 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 111, folio 175 and duly assigned to Wilbur R. Dulin, Attorney, for the purpose of foreclosure (default having occurred), the undersigned Assignee will sell at the Court House door, in the City of Annapolis, on Tuesday, May 20, 1941 at 11:30 o'clock A. M. the property mentioned and described in said mortgage to wit:

All those two lots or parcels of ground shown on a plat of Sunset Beach, which is re-



corded among Land Records of Anne Arundel County, Maryland, in Plat Book S. F. R. No. 2, folio 27 and known as Lots Nos. 11 and 12, section 7, fronting 40 feet on Manchester Road as shown upon said plat.

Being the same property which was conveyed to the said Lena M. Wright, unmarried, by The Sunset Beach Development Company, a body corporate for the State of Maryland, by deed dated the 10th day of March, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R., folio 174.

Terms of Sale: A deposit of \$300 will be required of the purchaser on the day of sale and the balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of the sale. Taxes and expenses to be adjusted as of date of sale.

For further particulars apply to:  
George W. Scible, Auctioneer  
Annapolis, Md.

Wilbur R. Dulin, Assignee  
161 South Street  
Annapolis, Md.

I Hereby Certify that I have this 20th day of May 1941, sold the within described property to Sunset Beach Dev. Co. at and for the sum of \$300.00 being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

— Hereby Certify that — have this 20th day of May 1941, purchased the within described property from Wilbur R. Dulin, Assignee, at and for the sum \$300.00 — hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness:

Elizabeth J. Jones

The Sunset Beach Dev. Co.

Thomas W. Pumphrey Jr.  
President.

#### ORDER NISI

Ordered, this 21st day of May, 1941, That the sale of the property mentioned in these proceedings made and reported by, Wilbur R. Dulin, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sales to be \$300.00

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times, Annapolis, Md.

This Is To Certify That the annexed advertisement of Order Nisi on Sale was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of June, 1941. that is to say, the same was inserted in the issues of May 23, 30, June 6, 1941.

The Southern Maryland Times.

Thomas L. Christian

Business Manager.

By: Jeannette Cadell.

Ordered By The Court, This 2nd day of July, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the

contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed July 26th 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Lena M. Wright, Unmarried,  
in ac. with Wilbur R. Dulin, Assignee.

|                             |              |       |
|-----------------------------|--------------|-------|
| To Assignee for fee         | \$15.00      | \$    |
| To Assignee for commissions | <u>21.00</u> | 36.00 |

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 12.70       |       |
| Auditor                                | <u>9.00</u> | 31.70 |

To Assignee for Expenses, viz:

|  |       |       |
|--|-------|-------|
| Southern Maryland Times - advertising sale | 42.00 |       |
| Order nisi on                              |       |       |
| Southern Maryland Times - report of sale   | 5.00  |       |
| Order nisi on                              |       |       |
| Southern Maryland Times - auditor's acct.  | 5.00  |       |
| Modern Printing Co. - handbills            | 6.00  |       |
| Clerk of Court - recording assignment      | .75   |       |
| George W. Scible - auctioneer              | 11.00 |       |
| Home Indemnity Co. - bond premium          | 10.00 |       |
| Elizabeth J. Jones - notary fee            | .50   |       |
| One-half Federal revenue stamp             | .28   |       |
| One-half State revenue stamp               | .15   | 80.68 |

To The Sunset Beach Development Co., mortgagee -  
this balance on account of mortgage claim

151.62

\$300.00

Amount of mortgage claim filed \$863.60

Interest from 4/12 to 5/20/41 3.96

867.56

Cr. Amount allowed as above 151.62

Balance subject to decree in personam \$715.94

Cr. May 20, 1941 Proceeds of Sale

\$300.00

ORDER NISI

Ordered, This 26th day of July, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 27th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

John H. Hopkins, 3rd., Clerk.

Office of The Southern Maryland Times Annapolis, Md.

This Is To Certify That the annexed advertisement of Order Nisi on Auditor's Report was inserted in The Southern Maryland Times, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of August, 1941. that is to say, the same was inserted in the issues of August 1, 8, 15, 1941.

The Southern Maryland Times  
Thomas L. Christian  
Business Manager.

Per: Jean Cadell.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 29th day of August, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                |   |                            |
|--------------------------------|---|----------------------------|
| Henry Kollman, et al.          | : | No. 7819 Equity.           |
| VS.                            | : | In the Circuit Court For   |
| The First Lithuanian Building  | : | Anne Arundel County.       |
| Association of Baltimore City. | : | In The Circuit Court No. 2 |
|                                | : | of Baltimore City.         |

Petition -- Filed Oct. 20" 1941. For previous proceedings see J.H.H., No. 48 Folio 405 to 407 inc.  
To The Honorable, The Judge Of Said Court:

The petition of William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, by his counsel, Lawrence S. Kaufman, respectfully represents:

First: That among the assets of this Receivership is the fee simple property, located in Anne Arundel County, State of Maryland, and being unimproved lots Nos. 3, 4, 5, 6, 7, and 8 having a frontage on the north side of Church Street at or near Wasena Street, having a frontage of One Hundred and fifty four (154) feet and three tenths feet more or less, in fee simple, which property is more particularly described in a deed dated May 31, 1934, from C. Morris Harrison, Attorney named in mortgage to William F. Broening, Receiver, The First Lithuanian Building Association of Baltimore City, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 Folio 315, &c.

Your Petitioner has made diligent efforts to sell the same and that the best and highest offer obtainable therefor was received from Victor Chaski, which offer was Three Thousand (\$3,000.00) Dollars with a deposit of Two Hundred (\$200.00) Dollars and the balance to be paid within thirty days from the date of the agreement.

Second: That your Petitioner has had this property appraised by J. Henry Strohmeyer, a licensed real estate broker and Reuben H. Steinberg, an attorney and an experienced real estate dealer, whose appraisal is in the amount of Twenty three Hundred (\$2300.00) Dollars, and is attached hereto.

Third: That the improvements consist of a two story tile and stucco store and six room dwelling over, in a fair condition. The property has no celler and there is evidence that the floors and sleepers have deteriorated, the hot water heating boiler is in such condition, it cannot be used. The garage in the rear has no value. That in the opinion of your Petitioner, the above mentioned price of Three Thousand (\$3000.00) Dollars, is a fair and reasonable one for the said property, and it is to the best interest and advantage of the estate that the said offer be accepted.

Wherefore your Petitioner prays this Honorable Court to pass an order authorizing and empowering your Petitioner to sell the above mentioned property to the said Victor Chaski at and for the sum of Three Thousand (\$3000.00) Dollars, the sale to be made however, under the Nineteenth Equity Rule.

And as in duty bound, etc.

Lawrence P. Kaufman  
Counsel to the Receiver.

William F. Broening  
Receiver of the First Lithuanian  
Building Association of Baltimore  
City

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 11th day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Broening, Receiver of the First Lithuanian Building Association

of Baltimore City, and made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Seal)

Minnie M. Gary

Notary Public.

We, the undersigned, the first a licensed real estate broker and the second an experienced real estate dealer, do hereby certify that they are now and for a long time prior hereto have been engaged in the business of appraising real estate; that they have examined the property in Anne Arundel County, State of Maryland, and known or designated as Lots Nos. 3, 4, 5, 6, 7, and 8; for Honorable William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, and that in their opinion the sum of Three Thousand (\$3000.00) Dollars is a good price for said property in its present condition and that said Receiver should accept the offer referred to in the foregoing petition.

Dated: This Ninth day of September, 1941.

J. Henry Strohmeyer

Reuben H. Steinberg

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 11th day of September, 1941, by the Circuit Court No. 2 of Baltimore City

Ordered, that William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City be and he is hereby authorized and empowered to sell to the said Victor Chaski, at and for the price of Three Thousand (\$3000.00) Dollars, the fee simple property in Anne Arundel County, State of Maryland, referred to in the foregoing petition as Lots Nos. 3, 4, 5, 6, 7, and 8, but said sale to be made subject, nevertheless, to final ratification under the Nineteenth Rule.

And It Is Further Ordered, that said Receiver be and he is hereby authorized and empowered to pay the appraisal fees of Five (\$5.00) Dollars each to J. Henry Strohmeyer and Reuben H. Steinberg, Appraisers.

Eli Frank, Judge.

COPY

Henry Kollman, et al.

VS.

The First Lithuanian Building  
Association Of Baltimore City

In The

Circuit Court No. 2

Of Baltimore City.

To The Honorable, The Judge Of Said Court:

The Report of Sale of William F. Broening, Receiver of the First Lithuanina Building Association of Baltimore City, respectfully represents:

First: That in pursuance of the authority vested in him by virtue of the order passed in these proceedings on September 11th 1941, the said Receiver did sell the fee simple property located in Anne Arundel County, State of Maryland, being unimproved lots Nos. 3, 4, 5, 6, 7, and 8 having a frontage on the north side of Church Street at or near Wasena Avenue, having a frontage of One Hundred and Fifty Four (154) feet and three tenths feet more or less, which property is more particularly described in a deed dated May 31, 1934, from C. Morris

Harrison, Attorney named in mortgage to William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 Folio 315, &c., at private sale to Victor Chaski at and for the sum of Three Thousand (\$3000.00) Dollars which was the highest price obtainable therefor at private sale.

Amount of private sale ----- \$3000

Lawrence P. Kaufman  
Counsel to the Receiver

William F. Broening  
Receiver of the First Lithuanian  
Building Association of Baltimore  
City.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 10th day of September, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Broening, Receiver of the First Lithuanian Building Association of Baltimore City and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Seal)

Minnie M. Gary  
Notary Public.

Henry Kollman et al  
vs.

In The  
Circuit Court No. 2  
of

The First Lithuanian Building  
Association of Baltimore City

Baltimore City  
September Term, 1941

Ordered, That the Private sale of the property mentioned in these proceedings, made to Victor Chaski and reported by William F. Broening, Receiver, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of October, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 7th day of October, 1941.

The report states the amount of Private sale to be \$3000.00

Eli Frank.

Baltimore, September 26th, 1941.

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Henry Kollman Et Al vs. The First Lith. Bldg. Assn. was published in the Daily Record, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 7th day of Oct. 1941. First insertion September 12, 1941.

The Daily Record  
Per A.W.Ritzel.

Ordered by the Circuit Court No. 2 of Baltimore City, this 15th day of October, 1941, That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank.

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition & Order of Court, signed the 11th day of September 1941, Report of Sale, filed 11th September 1941, Order of Nisi, signed 11th September 1941, Certificate of Publication Filed 15th October 1941, Final Order of Ratification, signed the 15th October 1941  
now on file in this office in the cause therein entitled Henry Kollman, et.al. vs. The First Lithuanian Building Association of Baltimore City

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 17th day of October A. D. 1941.

(Court Seal)

John S. Clarke, Clerk.

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|                                     |   |                          |
|-------------------------------------|---|--------------------------|
| In the Matter of the Sale of the    | : | No. 8186 Equity.         |
| Mortgaged Real Estate of Francis M. | : | In The Circuit Court For |
| Caples, Widower.                    | : | Anne Arundel County.     |

Mr. Clerk:

Please file and etc.

Eugene P. Childs,  
Atty. named in Mortgage.

Original Mortgage. -- Filed May 7" 1941. (State Tax \$.30)

This Mortgage, Made this first day of November in the year Nineteen hundred and forty between Francis M. Caples, widower of Anne Arundel County, Maryland, mortgagors, and The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Francis M. Caples being the holder of three (3) shares of unredeemed stock of said body corporation and a member thereof, has received from said body corporate an advance of three hundred and ninety dollars (\$390.00) which is the full par value of said three (3) shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment and completion of said three (3) shares of stock to said body corporate in accordance with its present constitution, said mortgagor has agreed to execute this mortgage--the execution hereof being a condition precedent to said advance being made by said Association.

Now, therefore, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said Francis M. Caples does hereby grant and convey unto said body corporate, The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, its successors and assigns, All that tract of land situate in the First Election District of Anne Arundel County, Maryland, near Davidsonville, and designated as lot "C" as laid down on a plat thereof, made by John Duvall, Surveyor, and filed in No. 1344 Equity, in the Circuit Court for said Anne Arundel County, and described as follows:

Beginning for the same, commonly called "Tanglewood", at a stone standing on the north side of a cedar tree, said stone the beginning of a parcel of land conveyed by Ephriam W. Story to Thomas E. Berry, by deed dated the 16th of February, 1865, and a corner boundary

of the woodland of Judge Iglehart, and running from said stone and with the post or home line of the aforesaid conveyance reversely, as surveyed by Mr. John Duvall in 1890, north 75 degrees west 97 perches to a post set on the edge of the Patuxent River and by the side of a small sycamore tree now marked 1 blaze and 6 notches; thence running up and bounding on the above mentioned river north 72 degrees west 35 perches; north 45 degrees west 40 perches; thence east 20 perches; thence north 10 degrees east 25 perches; thence north 12 degrees west 40 perches to a maple tree, a corner boundary of the lands conveyed by deed dated October 21, 1843 from Samuel H. Claggett and wife to Richard Harwood; thence leaving the river and running with the lines of the last mentioned conveyance reversely as surveyed by Mr. John Iglehart in 1843, south 81 degrees 30 minutes east 27 1/2 perches to a stake; thence south 77 degrees east 44 perches; thence south 11 degrees 30 minutes east 67 1/2 perches to a large poplar tree; thence north 53 degrees 30 minutes East 41 perches to a stake, a corner boundary of the lands of Harwood, Iglehart and Davidson; thence leaving the outlines of the last mentioned conveyance and run with the woodland of Judge Iglehart and with a straight line to the stone, the place of beginning; containing and laid out for seventy (70) acres of land, more or less.

It being the identical property which was granted and conveyed unto the said Francis M. Caples by deed from Frank C. King, unmarried dated the 6th day of April in the year 1926 and recorded among the land record books of Anne Arundel County in Liber W. M. B. No. 24 folio 368.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, the mortgagee aforesaid, its successors and assigns.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on his respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors respectively, for himself, his heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of one dollar and five cents (\$1.05) (being thirty-five cents on each share) on every Saturday night in each week, regularly and promptly, for the period of ten years from the date hereof, or until the aggregate of said weekly payments so made shall exclusive of all fines and penalties imposed, amount to the said advanced sum of three hundred and ninety (\$390.00) dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of fifteen cents on each of said shares of stock, the said weekly interest of fifteen cents ceasing on each share only when the par value hereof, (one hundred and thirty dollars), clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.



To pay all fines and penalties that may be imposed on the said Francis M. Caples, by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of him hereunder or under said constitution and by-laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of \_\_\_\_\_ dollars, and have the policy of insurance so endorsed or assigned that the same shall inure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder, and deposit the policy or any renewal thereof with the said Association.

All of which weekly payments shall continue to be made as herein specified, and all of which covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, exclusive of the fines and penalties imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default is made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default is made in the payment of any of the said weekly sums of money, and continue for the space of one month, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Eugene P. Childs, its authorized attorney and solicitor is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days' previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County-- and which terms shall be such as the party making the sale shall elect-- and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including the usual attorney's fee, and a fee of fifty dollars to the said attorney or solicitor, or other party making the sale, and the commissions usually allowed and premium on bond; secondly, to the payment of all taxes and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said mortgagee hereunder, whether then matured or not; and the balance to be paid to the said mortgagors, or whosoever may be entitled to the same.

Witness the hand and seal of the mortgagors.

Test:- Wilhelmina P. Hopkins

Francis M. Caples (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 1st day of November in the year Nineteen hundred and forty, before me, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Francis M. Caples, divorced and he acknowledged the foregoing mortgage to be his act.

And at the same time also personally appeared George T. Feldmeyer, the President of the Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, mortgagee, and made oath in due form of law that the consideration named in said foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins  
Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Francis M.  
Caples.

No. 8186 Equity.  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim -- Filed June 3rd., 1941.

|  |                 |
|--|-----------------|
| Amount of Mortgage from Francis M. Caples, widower, dated the first<br>day of November in the year 1940 and recorded among the land record<br>books of Anne Arundel County in Liber J. H. H. No. 182 folio 309 ----- | \$385.88        |
| Interest due thereon to June 7, 1941 -----   | 9.75            |
| Penalties -----  | 7.80            |
|  | <u>\$403.43</u> |

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 2nd day of June in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Thomas J. Linthicum, 3rd, Secretary of the Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland and made oath in due form of law that the above statement of mortgage claim is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins  
Notary Public.

Bond -- Filed & Approved this 3rd day of June, 1941, John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents, that we, Eugene P. Childs Principal, and the Royal Indemnity Company, a corporation of the State of New York, Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of June in the year Nineteen hundred and forty-one.

Whereas by virtue of a power of sale contained in a mortgage from Francis M. Caples, Widower, dated the 1st day of November in the year 1940 and recorded among the land record books of Anne Arundel County in Liber J. H. H. No. 182 folio 309, the said Eugene P. Childs, Attorney named in said mortgage to make sale, default having occurred therein, is about to foreclose said mortgage at public sale at the Court House Door in the City of Annapolis, Anne Arundel County, Maryland.

Now Therefore, the condition of this obligation is such, that if the above bounden Eugene P. Childs, Attorney shall well and faithfully execute the office of Attorney named in said Mortgage according to law, and shall in all respects discharge the duties of him required by law as Attorney aforesaid, without any damage to any person interested in the faithful performance of the said office, then the above obligation to be void, otherwise to be in full force and virtue in law.

Signed, sealed and delivered

Eugene P. Childs (Seal)

in the presence of: (Corporate Seal)

The Royal Indemnity Company

Clemence C. Burwell

By Wilhelmina P. Hopkins Atty.-in-fact.

In the Matter of the Sale of the

No. 8186 Equity.

Mortgaged Real Estate of Francis

In The Circuit Court For

M. Caples.

Anne Arundel County.

Report of Sale, Auctioneer's Certificate and Purchaser's Agreement and Order

Nisi thereon. --Filed June 3rd. 1941 Final Order July 16, 1941.

To the Honorable, the Judges of said Court.

The Report of Eugene P. Childs, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Francis M. Caples, Widower, dated the first day of November in the year 1940 and recorded in J.H.H. No. 182 folio 309 one of the land record books of Anne Arundel County, the said Eugene P. Childs, Attorney named in said Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, June 3rd., 1941 at 11:00 o'clock, A. M., and then and there sold the said property to Frank R. Sames at and for the sum of Eight hundred and seventy-five (\$875.00) Dollars, it being at that figure the highest bidder therefor, said property being the following: All that lot or tract of land, situated in the First Election District of Anne Arundel County, near Davidsonville, and being more particularly described by metes and bounds, courses and distances in the above mentioned mortgage as containing seventy (70) acres of land, more or less.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

Terms Of Sale: A deposit of two hundred dollars (\$200.00) will be required of the purchaser or purchasers on day of sale, the balance of the purchase price to be paid in cash upon final ratification of sale by the Court and all deferred payments to bear interest at the rate of six percent per annum. All taxes and public charges to be adjusted to day of sale.

Respectfully submitted.

Eugene P. Childs, Attorney.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 3rd day of June in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,  
Notary Public.

Annapolis, Maryland June 3, 1941.

This is to certify that I have this 3rd day of June in the year 1941, sold the property described as containing 70 acres of land, more or less, near Davidsonville, in the First Election District of Anne Arundel County and more particularly described in the above mentioned mortgage to Frank R. Sames at and for the sum of Eight hundred seventy-five (\$875.) Dollars, he being then and there the highest bidder for said property.

Witness:

Wilhelmina P. Hopkins.

George W. Scible,  
Auctioneer.

Annapolis, Maryland June 3, 1941.

I hereby certify that I have this 3rd day of June in the year 1941, purchased from Eugene P. Childs, Attorney, the property described as containing 70 acres of land, more or less, near Davidsonville, in the First Election District of Anne Arundel County and more particularly described in the above mentioned mortgage, at and for the sum of Eight hundred seventy-five (\$875.00) Dollars, and do hereby agree to comply with the terms of sale.

Witness: Wilhelmina P. Hopkins.

Frank R. Sames.

ORDER NISI

Ordered, this 3rd day of June 1941, by the Circuit Court for Anne Arundel County, that the sale of the property mentioned in these proceedings, made and reported by Eugene P. Childs, Attorney named in Mortgage to make sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of July next; provided a copy of this order be inserted in some newspaper, printed in Anne Arundel County, once in each of three successive weeks, before the 5th day of July next.

The report states the amount of sale to be \$875.00.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., June 27, 1941.

We hereby certify, that the annexed Order Nisi - Sale - 8186 Eq. - Francis M. Caples was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of July, 1941. The first insertion being made the 5th day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Ordered by the Circuit Court for Anne Arundel County, this 16th day of July, 1941, that the sale made and reported by the Attorney aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin,  
Judge.

In the Matter of the Sale of the  
Mortgaged Real Estate of  
Francis M. Caples, Widower.

No. 8186 Equity.  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed August 12" 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Francis M. Caples, Widower in ac. with Eugene P. Childs, Attorney.

|                            |              |        |
|----------------------------|--------------|--------|
| To Attorney for fee        | \$50.00      | \$     |
| To Attorney for commission | <u>52.97</u> | 102.97 |

To Attorney for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 12.15       |       |
| Auditor                                | <u>9.00</u> | 31.15 |

To Attorney for Expenses, Viz:

|  |            |       |
|--|------------|-------|
| Capital-Gazette Press - advertising sale | 27.00      |       |
| order nisi on                            |            |       |
| Capital-Gazette Press - report of sale   | 5.00       |       |
| order nisi on                            |            |       |
| Capital-Gazette Press - auditor's acct.  | 5.00       |       |
| Royal Indemnity Co. - bond premium       | 10.00      |       |
| George W. Scible - auctioneer            | 10.00      |       |
| Wilhelmina P. Hopkins - notary fees      | 1.00       |       |
| One-half Federal revenue stamps          | .55        |       |
| One-half State revenue stamps            | <u>.45</u> | 59.00 |

To Attorney for Taxes, viz:

|   |      |
|---|------|
| 1941 State & County taxes (\$11.24-adj) | 4.77 |
|---|------|

To Workingmen's Building & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed

403.43

To Francis M. Caples, mortgagor - this balance

278.08

\$879.40

Cr. June 7, 1941 Proceeds of Sale

\$875.00

Interest on deferred payment

5.40

\$879.40

ORDER NISI

Ordered, This 12th day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 13th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

John H. Hopkins, 3rd., Clerk.

# Certificate of Publication

Annapolis, Md., Sept. 5, 1941.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity 8186 Francis M. Caples was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of September, 1941. The first insertion being made the 14th day of August, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 3rd day of October, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

|  |   |                          |
|--|---|--------------------------|
| Walter L. Green, Attorney named in     | : | No. 8200 Equity.         |
| Mortgage.                              | : |                          |
| vs.                                    | : | In The Circuit Court For |
| Samuel B. Lassiter and Martha Thompson | : | Anne Arundel County.     |
| Lassiter, his wife.                    | : |                          |

Mr. Clerk:

Please file this suit for foreclosure, etc.

Walter L. Green                  John Demyan, Jr.  
Attorney named in Mortgage.                  Solicitor.

Mortgage -- Filed June 2<sup>n</sup> 1941. (State Stamps \$2.30)

This Mortgage, Made this 31st day of October in the year one thousand nine hundred and forty, by and between Samuel B. Lassiter and Martha Thompson Lassiter, his wife parties of the first part, and Seat Pleasant Bank, a body corporate of Seat Pleasant, Maryland party of the second part:

Whereas, the parties of the first part, Samuel B. Lassiter and Martha Thompson Lassiter, are bona fide indebted unto the said Seat Pleasant Bank in the full and just sum of Twenty Three Hundred Dollars (\$2,300.00), for which amount they have executed and delivered unto the said Seat Pleasant Bank their one certain promissory note of even date herewith payable to the order of the said Seat Pleasant Bank in the aforesaid sum of Twenty Three Hundred Dollars (\$2,300.00), with interest at the rate of six per centum (6%) per annum. Said

principal and interest payable in monthly installments of Thirty (\$30.00) Dollars (with the privilege of making larger payments in any amount), on the 1st day of each and every month after date, the unpaid balance to be due and payable three years after date, each installment when so paid to be applied, first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note.

Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar the said parties of the first part do grant unto the said party of the second part, in fee simple, all those pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

Lots Thirty four (34), Thirty Five (35) and Thirty six (36) in Block G, subdivision of a tract of land situated in the Seventh Election District of Anne Arundel County, known as "Snug Harbor", as per plat thereof recorded among the lands records of Anne Arundel County in plat book F.S.R. 4, at folio 30, being the same property described in a certain deed from Kentview Land Company to Samuel B. Lassiter and Martha Thompson Lassiter, his wife, dated October 6, 1939, recorded October 18, 1939 among the lands records of said Anne Arundel County in Liber J.H.H. 207 at folio 444.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and to Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the party of the second part its successors and assigns forever.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said party of the second part, its successors and assigns or Walter L. Green, its attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties

selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, First to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the part making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; Secondly, to the payment of all claims of the said mortgagee its successors and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Twenty Three Hundred (\$2,300.00) Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said party of the second part, its successors and assigns to the extent of his, her, or their lien or claim hereunder.

Witness our hands and seals.

Test; Abraham Morris Kaufman  
as to both signatures

Samuel B. Lassiter (Seal)  
Martha Thompson Lassiter (Seal)

State of Maryland County of Prince Geo. SS:

I Hereby Certify that on this 31 day of October in the year of our Lord one thousand nine hundred and forty before the subscriber, a Notary Public of the said State and County in and for the County aforesaid, personally appeared in said State and County, Samuel B. Lassiter and Martha Thompson Lassiter, his wife grantors in the foregoing deed and they acknowledged the foregoing Mortgage to be their act.

Witness my hand and official seal.

(Notarial Seal) Abraham Morris Kaufman

My commission expires May 5, 1941.

Notary Public, Md.

State of Maryland Prince George's County ss:

I Hereby Certify that on this 1st day of November in the year one thousand nine hundred and forty before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County, Frederick L. Wight, Jr. President of Seat Pleasant Bank the within-named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

(Notarial Seal) Margaret E. Collins.  
Notary Public, Md.



STATEMENT OF MORTGAGE CLAIM

Seat Pleasant Bank, a body corporate,  
Plaintiff

vs.

Samuel B. Lassiter and Martha Thompson  
Lassiter, his wife, Defendants.

No. 8200 Equity.

In the Circuit Court

For

Anne Arundel County.

Balance of principal amount of Loan.

\$2,300.00

Interest from 20th day of Nov. 1940 to  
27th day of June, 1941.

\$ 83.95

Seat Pleasant Bank

By Leo. J. Naughton, Cashier.

Bond --Filed & Approved this 2nd., day of June 1941. John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents, That We, Walter L. Green, as Principal, and Eagle Indemnity Company, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 2nd day of June, Nineteen Hundred and Forty-one

Whereas, by virtue of a power of sale contained in a mortgage from Samuel B. Lassiter and Martha T. Lassiter, his wife, to Seat Pleasant Bank bearing date on or about the 31st day of October Nineteen Hundred and Forty the said Walter L. Green, attorney-named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Walter L. Green, attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition Of The Above Obligation Is Such, That if the above bounden Walter L. Green, attorney-named-in-mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Lina Johnson

(Corporate Seal)

Walter L. Green (Seal)

Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

In the Matter of the Sale of the Mortgaged  
Real Estate of Samuel B. Lassiter and Martha  
Thompson Lassiter, his wife.

No. 8200 Equity.

In The Circuit Court For

Anne Arundel County.

Attorney's Report of Sale -- Filed June 27" 1941 --Final Order Aug.7"1941  
To The Honorable, The Judges Of Said Court:

The Report of Sale of Walter L. Green, the Attorney named in the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Samuel B. Lassiter and Martha Thompson Lassiter, his wife, dated the 31st day of October, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 228, folio 146, the said Walter L. Green, as the Attorney named in said mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, did on Friday, June 27th, 1941, at 11 o'clock A.M., at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said Walter L. Green, Attorney as aforesaid, then and there sold the said property to W. Frank Ford at and for the sum of Two Thousand Six Hundred Fifty Dollars (\$2650.00), it being at that figure the highest bidder therefor, the said property being the following:

All those lots of ground known as Lots Thirty-four (34), Thirty-five (35), and Thirty-six (36) in Block G, sub-division of a tract of land situated in the Seventh Election District of Anne Arundel County, known as "Snug Harbor," as per plat thereof recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 30; being the same property described in a certain deed from Kentview Land Company to Samuel B. Lassiter and Martha Thompson Lassiter, his wife, dated October 6, 1939, recorded October 18, 1939, among the Land Records of said Anne Arundel County in Liber J. H. H. No. 207, folio 444.

(2). And the said Attorney further reports that he has received from the purchaser the deposit of \$250.00, required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

"Terms of Sale: A deposit of two hundred fifty (\$250.00) dollars will be required of the purchaser or purchasers on day of sale, the balance of the purchase price to be paid in cash upon final ratification of sale by the Court, and all deferred payments to bear interest at the rate of six per cent per annum. All taxes and public charges to be adjusted to day of sale.

Respectfully submitted,

Walter L. Green, Attorney.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 27th day of June, 1941, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter L. Green, Attorney, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) William W. Townshend, Jr.

Notary Public.

Advertisement of Sale.

Attorney's Sale of valuable Real Estate situated in the Seventh Election District of

Anne Arundel County, in "Snug Harbor". By virtue of a power of sale contained in a mortgage from Samuel B. Lassiter and Martha Thompson Lassiter, his wife, dated the 31st day of October in the year nineteen hundred and forty, and recorded among the Land Record Books of Anne Arundel County in Liber J. H. H. No. 228, folio 146, default having occurred thereunder, the undersigned Attorney, named in said mortgage, will offer at public sale at the Court House door in the City of Annapolis, Maryland, on Friday, June 27th. 1941, at 11 o'clock A. M. the following property.

All those lots of ground known as Lots Thirty-four (34), Thirty-five (35), and Thirty-six (36) in Block G. sub-division of a tract of land situated in the Seventh Election District of Anne Arundel County, known as "Snug Harbor," as per plat thereof recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 30, being the same property described in a certain deed from Kentview Land Company to Samuel B. Lassiter and Martha Thompson Lassiter, his wife, dated October 6, 1939, recorded October 18, 1939, among the Land Records of said Anne Arundel County in Liber J. H. H. No. 207, folio 444.

Terms Of Sale: A deposit of two hundred (\$250.00) fifty dollars will be required of the purchaser or purchasers on day of sale, the balance of the purchase price to be paid in cash upon final ratification of sale by the Court, and all deferred payments to bear interest at the rate of six per cent per annum. All taxes and public charges to be adjusted to day of sale.

For further particulars, apply to the undersigned.

Walter L. Green  
Attorney Named In Mortgage  
c/o Demyan & Townshend  
County Trust Building  
Annapolis, Maryland.

#### Certificate of Publication

Annapolis, Md., June, 25, 1941.

We hereby certify, that the annexed Attorney's Sale - Martha Thompson Lassiter was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 weeks before the 27th day of June, 1941. The first insertion being made the 3rd. day of June, 1941.

The Capital-Gazette Press, Inc.

By Lillie L. French.

#### Auctioneer's Certificate & Purchaser's Agreement

I, George W. Scible, Auctioneer, do hereby certify that on this 27th day of June, 1941, I sold the property as described on the advertisement attached hereto and made a part hereof, to W. Frank Ford at and for the sum of \$2650.00 he being at that figure the highest bidder therefore, the terms of sale being a deposit of \$250.00, the balance due to be paid in cash upon final ratification of sale.

Geo. W. Scible, Auctioneer.

I, W. Frank Ford purchaser of the property described in the advertisement of sale attached hereto and made a part hereof, do hereby certify said real estate and improvements thereon from Walter L. Green, Attorney named in the Mortgage, at and for the sum of \$2650.00, of which said amount I have paid a deposit of \$250.00 and agree to comply with the terms of sale.

W. Frank Ford, Purchaser.

ORDER NISI.

Ordered, this 27th day of June, 1941, that the sale of the real estate mentioned in these proceedings, made and reported by Walter L. Green, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 29th day of July, 1941; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 29th day of July, 1941.

The report states the amount of sales to be \$2650.00.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., July 24, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Equity 8200 - Samuel B. Lassiter was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of July, 1941. The first insertion being made the 7th day of July, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 7th day of August, 1941, that the sale made and reported by Walter L. Green, Attorney, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and it is hereby further Ordered that the said Attorney be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Walter L. Green,  
Attorney named in Mortgage

vs.

Samuel B. Lassiter and Wife.

No. 8200 Equity.

In The Circuit Court For

Anne Arundel County.

Auditor's Report and Account. -- Filed 28<sup>th</sup> August, 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter L. Green, Attorney named in Mortgage, vs. Samuel B. Lassiter and Wife in ac.  
with Walter L. Green, Attorney.

|                             |    |          |
|-----------------------------|----|----------|
| To Attorney for Commissions | \$ | \$111.85 |
|-----------------------------|----|----------|

To Attorney for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 12.80       |       |
| Auditor                                | <u>9.00</u> | 31.80 |

To Attorney for Expenses, viz:

|  |       |
|--|-------|
| Capital-Gazette Press - advertising sale | 21.00 |
| order nisi on                            |       |
| Capital-Gazette Press - report of sale   | 5.00  |

|  |             |                   |
|--|-------------|-------------------|
| To Amounts brought forward                   | \$26.00     | \$143.65          |
| To Capital-Gazette Press - auditor's acct.   | 5.00        |                   |
| order nisi on                                |             |                   |
| Eagle Indemnity Co. - bond premium           | 12.00       |                   |
| George W. Scible - auctioneer                | 15.00       |                   |
| W. W. Townshend, Jr. - notary fee            | .50         |                   |
| One-half Federal revenue stamps              | 1.65        |                   |
| One-half State revenue stamps                | <u>1.35</u> | 61.50             |
| To Attorney for taxes, viz:                  |             |                   |
| 1941 State and County taxes (\$27.18-adj)    |             | 13.37             |
| To Seat Pleasant Bank, mortgagee - in full   |             | 2,383.95          |
| for mortgage claim filed                     |             |                   |
| To Samuel B. Lassiter and Martha T. Lassiter |             |                   |
| mortgagors - this balance                    |             | <u>71.53</u>      |
|  |             | <u>\$2,674.00</u> |

|                   |                              |                  |
|-------------------|------------------------------|------------------|
| Cr. June 27, 1941 | Proceeds of Sale             | \$2650.00        |
|                   | Interest on deferred payment | <u>24.00</u>     |
|                   |                              | <u>\$2674.00</u> |

ORDER NISI.

Ordered, This 28 day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 30<sup>th</sup> day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30 day of September next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 30, 1941

We hereby certify, that the annexed Order Nisi - Samuel B. Lassiter - Eq. 8200 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of September, 1941. The first insertion being made the 30th day of August, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 6th day of Oct. 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

|  |   |                          |
|--|---|--------------------------|
| In the Matter of the Sale of the       | : | No. 8201 Equity.         |
| Mortgaged Real Estate of Emmett Nelson | : | In The Circuit Court For |
| and Audrey Nelson, his wife.           | : | Anne Arundel County.     |

Mr. Clerk:

Please docket suit and file this original mortgage and note.

George B. Woelfel  
Atty. named in Mortgage.

Original Mortgage and Note -- Filed June 3" 1941. (State Stamps \$.70)

This Mortgage, Made this twenty-fourth day of May, in the year nineteen hundred and thirty-nine, by and between Emmett Nelson and Audrey Nelson, his wife, hereinafter called parties of the first part or mortgagors, and George B. Woelfel, Trustee of Augusta Ebling, hereinafter called party of the second part or mortgagee.

Whereas said parties of the first part have this day received by way of loan or advancement the sum of Six Hundred Fifty (\$650) Dollars, for the proper payment whereof one (1) year after date the said parties of the first part have passed unto the said party of the second part their joint and several promissory note of even date herewith for the sum of Six Hundred Fifty (\$650) Dollars, payable one year after date with interest thereon at the rate of six per cent, payable quarterly, and

*Exp* Whereas it was a condition precedent to the granting of the aforesaid loan that these presents should be executed to secure the prompt and proper payment of the aforesaid promissory note,

Now, therefore, this Mortgage Witnesseth: That for and in consideration of the premises and the sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said party of the second part, his successors or assigns, in fee simple, all that lot of ground situate at the intersection formed by the northeast side of Northwest Street, with the northwest side of Carroll Street, Annapolis, Maryland, and described as follows:

Beginning for the same at the intersection formed by the northeast side of Northwest Street with the northwest side of Carroll Street and running from thence with the northwest side of said Carroll Street, northeasterly 51.5 feet to the center of an alley two feet wide; thence with the center of said alley northwesterly 50 feet, thence southwesterly 21.5 feet, thence southeasterly 27 feet; thence southwesterly 31.5 feet to the northeast side of said Northwest Street, thence with the same, southeasterly 17.15 feet to the point of beginning; as shown by a plat and survey thereof made by Edward Hall, Jr., Surveyor, January, 1926, which said plat is recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 24, folio 181.

Being the same property which was conveyed to the said Audrey Garcia by George B. Woelfel, Trustee, and (The State Capital Bank of) The Eastern Shore Trust Company, a body corporate, by deed dated July 3rd., 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 75, folio 103, the said Audrey Garcia having married one Emmett Nelson.

Together with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his successors or assigns forever.

Provided, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Hundred Fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the Mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his successors or assigns, or George B. Woelfel, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in \_\_\_\_\_ county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their

heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his successors, or assigns, or George B. Woelfel, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Hundred Fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his successors or assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Mary M. Hoff

Emmett Nelson

Audrey Nelson

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 24th day of May in the year nineteen hundred and thirty-nine, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Emmett Nelson and Audrey Nelson, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared George B. Woelfel, Trustee of Augusta Ebling, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff  
Notary Public.

Note

\$650.00

Annapolis, Md., May 24, 1939.

One Year after date, for value received, the undersigned jointly and severally promise to pay to the order of George B. Woelfel, Trustee of Augusta Ebling Six Hundred Fifty Dollars at the office of the County Trust Company Of Maryland, at Annapolis, Md. with interest after maturity until paid. The makers hereof and all endorsers, guarantors and sureties hereby severally waive presentment for payment, demand, protest and notice of protest and nonpayment and do further severally waive the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this note. If default be made in the payment hereof at maturity the makers, endorsers, guarantors and sureties hereby jointly and severally agree to pay the costs and charges for collecting same, including attorneys commission of ten (10%) per cent for collection (said 10% to be entered as part of the costs) and do hereby authorize and empower any justice of the peace in any county of the State of Maryland and/or the Clerk of the Circuit Court for any county in said State, at any time after this note becomes due and payable, to enter judgment thereon for the



amount hereof, including debt, interest and costs, without summons or process.

At the maturity of this note any and all money, stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by, or in the possession of the holder hereof, (all remittances and property to be deemed to be held by the holder hereof as soon as put in transit to it by mail or carrier) as collateral or otherwise, to the credit of or for account of such makers, endorsers or other parties hereto, or any of them, may be applied forthwith to pay or secure payment of this note, and full power and authority are hereby given to the holder hereof to sell, assign and deliver all such securities or property at any broker's board, or at public or private sale, at the option of the holder hereof, without demand, advertisement or notice of any kind, and with the right to the holder hereof to become the purchaser thereof at such sale, freed and discharged from any equity of redemption, all of which are hereby expressly waived.

Secured by mortgage of even date

Emmett Nelson

No. \_\_\_\_\_ Due \_\_\_\_\_

Audrey Nelson.

In the Matter of the Sale of the  
Mortgaged Real Estate of Emmett  
Nelson and Audrey Nelson, His Wife.

No. 8201 Equity.  
In the Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim. -- Filed June 3rd. 1941.

Statement of the mortgage claim of George B. Woelfel, Attorney named in the mortgage, from Emmett Nelson and Audrey Nelson, his wife, to George B. Woelfel, Trustee of Augusta Ebling, dated the 24th day of May, in the year 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No.202, folio 179

|   |              |
|---|--------------|
| Amount due on account principal               | \$650.00     |
| Interest from 5/24/40 less credit of \$5 paid | <u>37.25</u> |
| Total   | \$687.25     |

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 23rd day of May, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George B. Woelfel, Attorney named in the mortgage, and made oath in due form of law that the foregoing is a true statement of the amount remaining due of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the promissory note referred to and the deed of mortgage in said statement mentioned.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff  
Notary Public.

Bond -- Filed & Approved this 3rd. day of June 1941 - John H. Hopkins, 3rd., Clerk.  
Know All Men By These Presents:

That we, George B. Woelfel of Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of One thousand (\$1,000) Dollars Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty-third day of May in the year of our Lord One thousand nine hundred forty-one.

Whereas, the above bounden George B. Woelfel as attorney by virtue of the power contained in a mortgage from Emmitt Nelson and Audrey Nelson, his wife to George B. Woelfel, Trustee bearing date the twenty-fourth day of May 1939 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 202 Folio 179 and said George B. Woelfel as such attorney named in the aforesaid mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation Is Such, That if the above bounden George B. Woelfel, as attorney do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden George B. Woelfel has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Atty-in-fact, attested by his secretary the day and year first herein above written.

Signed, sealed and delivered  
in the presence of

Mary M. Hoff

George B. Woelfel (Seal)  
(Corporate Seal) Fidelity and Deposit Company  
of Maryland

Attest: By Margaret E. Branzell

By J. Oliver Clark,  
Attorney-in-Fact.

In the Matter of the Sale of the  
Mortgaged Real Estate of Emmett  
Nelson and Audrey Nelson, his wife.

No. 8201 Equity.  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed June 17" 1941. Final Order July 24, 1941.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Attorney named in the mortgage from Emmett Nelson and Audrey Nelson, his wife, to George B. Woelfel, Trustee of Augusta Ebling, dated May 24th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 202, folio 179, respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of the sale by advertisements inserted in the Evening Capital, a daily newspaper, published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on the 17th day of June, in the year 1941, at 10 o'clock A. M., and then -----  
---- and there proceeded to sell said property in manner following, that is to say:

Your Attorney offered at public sale to the highest bidder the property mentioned in said mortgage, situate in the Sixth Election District of Anne Arundel County and more particularly described as follows:

Being all that lot of ground situate at the intersection formed by the northeast side of Northwest Street, with the northwest side of Carroll Street, and described as follows: Beginning for the same at the intersection formed by the northeast side of Northwest Street with the northwest side of Carroll Street and running from thence with the northwest side of said Carroll Street, northeasterly 51.5 feet to the center of an alley two feet wide; thence with the center of said alley northwesterly 50 feet, <sup>thence southwesterly 21.5 feet,</sup> thence southeasterly 27 feet; thence southwesterly 31.5 feet to the northeast side of said Northwest Street, thence with the same, southeasterly 17.15 feet to the point of beginning; as shown on a plat and survey thereof made by Edward Hall, Jr., Surveyor, January 1926, which said plat is recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 24, folio 181.

Being the same property which was conveyed to the said Audrey Garcia by George B. Woelfel, Trustee, and (The State Capital Bank of) The Eastern Shore Trust Company, a body corporate, by deed dated July 3rd, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 75, folio 103, the said Audrey Garcia having married one Emmett Nelson.

And your said Attorney sold the above described property to Joshua T. Diggs at and for the sum of Sixteen hundred (\$1600) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of \$300 cash at the time of sale, balance upon final ratification of sale.

Respectfully submitted.

George B. Woelfel

Atty. named in mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 17th day of June, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, Atty. named in the mortgage and in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff  
Notary Public.

Public Sale of valuable Real Estate located on the corner of Northwest and Carroll Streets, being a two-story frame dwelling with bath, gas, electricity and hot water heat. A modern home.

Under and by virtue of the power of sale contained in the mortgage from Emmett Nelson and Audrey Nelson, his wife, dated the 24th day of May, in the year 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 202, folio 179, the undersigned as attorney named in the mortgage to sell in event of default, and default having occurred, will offer for sale at public auction at the Court House door in the City of Annapolis, on Tuesday, June 17, 1941 at 10 o'clock A. M.

All that lot of ground situate at the intersection formed by the northeast side of Northwest street with the northwest side of Carroll street, having a frontage on Carroll street of  $51\frac{1}{2}$  feet to the center of a two-foot alleyway, thence with the center of said alleyway northwesterly 50 feet, thence southwesterly  $21\frac{1}{2}$  feet, thence southeasterly 27 feet, thence southwesterly  $31\frac{1}{2}$  feet to the northeast side of Northwest street, thence with the same southeasterly 17.15 feet to the place of beginning as is shown by a plat and survey thereof made by Edward Hall, surveyor, January, 1926, said plat being recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 21, folio 181.

Terms of Sale: A deposit of \$300 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale or all cash at the option of the purchaser. The deferred portion to bear interest at the rate of 6 per cent from the day of sale.

For further particulars, apply

George B. Woelfel,

Attorney Named in Mortgage,  
13 School St., Annapolis, Md.

I hereby certify that I have this day sold the within described property unto John T. Diggs at and for the sum of Sixteen hundred (\$1600) Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon this 17th day of June, 1941.

Witness:

W. B. Elliott (Seal)

George B. Woelfel.

Auctioneer.

I hereby certify that I have this day purchased from George B. Woelfel, as Attorney the within described property at and for the sum of Sixteen hundred (\$1600) Dollars and that I agree to comply with the terms of the sale.

Witness my hand and Seal placed hereon this 17th day of June 1941.

Witness. George B. Woelfel.

John T. Diggs (Seal)

#### ORDER NISI

Ordered, this 17th day of June, 1941, That the sale of the the property mentioned in these proceedings made and reported by George B. Woelfel, Atty. named in the mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of July next.

The report states that the amount of sales to be \$1600.00

John H. Hopkins, 3rd., Clerk.

Office of The Annapolis News Annapolis, Md.

This Is To Certify That the annexed advertisement of Order Nisi on Report of Sale, was inserted in The Annapolis News, a weekly newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks before the 19 of July, 1941, that is to say, the same was inserted in the issues of June 19, June 26, & July 3, 1941.

The Annapolis News

Edw. R. Raymond  
Business Manager.

Ordered By The Court, This 24th day of July, 1941 that the sale made and reported by the Attorney, aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Affidavit in accordance with Soldiers' & Sailors' Civil Relief Act -Filed July 24" 1941.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 23rd day of July, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared George B. Woelfel, Attorney named in the mortgage, who made oath in due form of law that the above mentioned Mortgagors are not in any way, shape or form connected with the United States Military Forces

George B. Woelfel, Affiant

Witness my hand and seal Notarial

(Notarial Seal) Mary M. Hoff,  
Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Emmett  
Nelson and Wife.

No. 8201 Equity.  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed August 6th. 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Emmett Nelson and Wife  
in ac. with George B. Woelfel, Attorney

|  |              |          |
|--|--------------|----------|
| To Attorney for fee                    | \$25.00      |          |
| To Attorney for commission             | <u>80.23</u> | \$105.23 |
| To Attorney for Court costs, viz:      |              |          |
| Plaintiff's Solicitor's appearance fee | 10.00        |          |
| Clerk of Court - costs                 | 12.35        |          |
| Auditor                                | <u>9.00</u>  | 31.35    |
| To Attorney for Expenses, viz:         |              |          |
| Capital-Gazette Press - advertising    | 27.00        |          |
| Capital-Gazette Press - handbills      | 5.50         |          |
| The Annapolis News - report of sale    | 5.00         |          |
| The Annapolis News - auditor's acct.   | 5.00         |          |
| Wm. B. Elliott - auctioneer            | 11.00        |          |
| Fidelity & Deposit Co. - bond premium  | 10.00        |          |

|                                 |            |          |
|---------------------------------|------------|----------|
| To Amounts brought forward      | \$63.50    | \$136.58 |
| To Mary M. Hoff - notary fees   | 1.00       |          |
| One-half Federal revenue stamps | 1.10       |          |
| One-half State revenue stamps   | <u>.80</u> | 66.40    |

## To Attorney for Taxes, viz:

|   |              |       |
|---|--------------|-------|
| 1940 State and County taxes               | 38.95        |       |
| 1941 State and County taxes (\$26.02-adj) | 19.88        |       |
| 1940 City taxes (\$26.68 - adj)           | <u>27.55</u> | 86.38 |

## To Attorney for Benefit Charges, viz:

|                                  |  |       |
|----------------------------------|--|-------|
| Annapolis Water Co. - water rent |  | 10.50 |
|----------------------------------|--|-------|

## To George B. Woelfel, Trustee of Augusta

|   |  |        |
|---|--|--------|
| Ebeling, mortgagee - in full for mortgage claim |  | 687.25 |
|---|--|--------|

## To Audrey Nelson, mortgagor - this balance

|  |                   |
|--|-------------------|
|  | <u>619.39</u>     |
|  | <u>\$1,606.50</u> |

## Cr. June 17, 1941. Proceeds of Sale

\$1,600.00

## Interest on deferred payment

6.50\$1,606.50ORDER NISI

Ordered, This 6th day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 6th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

John H. Hopkins, 3rd., Clerk.

Office of The Annapolis News, Annapolis, Maryland

This is to Certify That the annexed advertisement of Order Nisi on Auditor's Account was inserted in The Annapolis News, a weekly newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks before the 6th day of September, 1941, that is to say, the same was inserted in the issues of 14th, 21st and 28th August

The Annapolis News

Edw. Raymond, Business Manager.

In the Circuit Court for Anne Arundel County

Ordered By the Court, this 9th day of September, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.

|                              |   |                          |
|------------------------------|---|--------------------------|
| In the Matter of the Trust   | : | No. 2705 Equity.         |
| Estate of Mary J. and George | : | In The Circuit Court For |
| W. Moss.                     | : | Anne Arundel County.     |

For previous proceedings see F. A. M. No. 33 Folio 485

Mr. Clerk:

Please file

Jerry L. Smith

Solicitor for Petitioner.

Petition for leave to Convey land to Frank Cromwell and wife. ---Filed Aug. 30, 1919  
To The Honorable, The Judges of the Circuit Court for Anne Arundel County:

The petition Robert Moss Trustee of Mary J. Moss, George W. Moss respectfully states unto your Honors:

(1) That by deed bearing date the 29th day of March A. D. 1905, Mary J. and George W. Moss, conveyed all their property, real personal and mixed to Robert Moss, in trust for the benefit of their Creditors, and to manage the same for their benefit After the payment of their just debts, which deed is duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 42, folio 56 etc., the original of which deed is filed in this case. The said George W. Moss has since departed this life.

(2) That the said Robert Moss qualified as said Trustee, and took charge of said trust estate and has administered the same since the date of said deed.

(3) That of the real Estate belonging to your petitioner, there is a small lot of land in the Third Election District of Anne Arundel County, which contains about four acres and Eighty two hundredths of an acre (4.82) of land more or less, which lot of land is described as follows:

Beginning for the same at the west corner of the property of George Martin and running thence North 30° 30' East 268 feet, thence South 61° 45' East 783 feet to the center of the County road leading from Annapolis to Hacketts Point, thence with the center of said road South 28° 30' West 266.5 feet, thence leaving said road and running North 61° 45' West 792 feet to the place of beginning.

Containing 4.82 acres of land more or less.

(4) That several years ago before the creation of this trust, the said Mary J. and George W. Moss sold the said lot of land to Frank Cromwell and Rachel Cromwell his wife, at and for the sum of Seventy-one dollars and twenty five cents (\$71.25).

(5th) That the said Frank Cromwell and wife have paid the purchase money for the same, and is now entitled to a conveyance of said land to them

Your petitioner therefore prays the Court to pass an order authorizing the said Robert Moss, Trustee, to convey said lot of land as above set forth to the said Frank Cromwell and Rachel Cromwell his wife.

And as in duty etc.

Robert Moss  
Trustee Mary J. & George W. Moss.

Jerry L. Smith  
Solicitor for Petitioner

Ordered this 30th day of August in the year 1919, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing petition, that Robert Moss, Trustee of Mary J. and George W. Moss, be and he is hereby authorized to make conveyance of the land described in the foregoing petition of Frank Cromwell and wife at the price set forth in the petition by a good and sufficient deed.

Wm. H. Thomas.

---

|  |   |                          |
|--|---|--------------------------|
| J. Oliver Clark, Assignee                        | : | No. 8159 Equity.         |
| VS.  | : | In The Circuit Court For |
| Charles E. Boblit and Mary L. Boblit, his wife.: | : | Anne Arundel County.     |

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage and the within affidavit (Plaintiff's Exhibit No. 2), the said Charles E. Boblit and Mary L. Boblit, his wife, being the present owners of the mortgaged property, and the said Charles E. Boblit and Mary L. Boblit, his wife, are not now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor have they been in such service within three months prior hereto, which will appear from the within affidavit.

J. Oliver Clark, Assignee.

Order to Docket Suit, Original Mortgage and Affidavit -- Filed March 24th. 1941.

This Purchase Money Mortgage, Made this 11th day of May, 1940, by and between Charles E. Boblit and Mary L. Boblit, his wife of Anne Arundel County, State of Maryland, Mortgagor, and Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, organized and existing under and by virtue of an Act of the Congress of the United States of America, known as the Home Owners' Loan Act of 1933, as amended, having its principal office and place of business in the City of Washington, District of Columbia, Mortgagee.

Whereas, Mortgagor is indebted unto Mortgagee in the sum of Two Thousand Twenty-five (\$2025.00) Dollars, in consideration whereof Mortgagor has made and passed unto Mortgagee one promissory note of even date herewith, for the aforesaid sum with interest thereon at the rate of four and one-half per cent. ( $4\frac{1}{2}\%$ ) per annum, accounting from the 11th day of May, 1940, until paid, which sum with interest as aforesaid, Mortgagor covenants to pay to Mortgagee in lawful money of the United States of America, at its Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, in installments of \$15.49 on the 11th day of each month, beginning on the 11th day of June, 1940, and continuing until the 11th day of May, 1955, on which last mentioned date all unpaid balances shall be due and payable in any event, said installments to be applied first to interest on the unpaid balance of principal and the remainder to principal until said debt is paid in full, with privilege to the Mortgagor to prepay said debt or any part thereof at any time whereupon interest will be charged only on the unpaid balance of principal and if the same is collected by an attorney, Mortgagor agrees to pay all costs of collection, including an attorney's fee, not exceeding



ten per cent; and

Whereas, in order to secure the prompt payment of said mortgage debt, in the installments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar the Mortgagor does hereby grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate in Fifth Election District, Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe at the Northeasternmost corner of a lot of ground that was devised to William Roland Disney by his father William Peter Disney by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book 50 folio 230, said point of beginning being the beginning point of the land conveyed by A. G. Peddicord to William Peter Disney by deed dated August 24, 1897, and recorded among the Land Records in G. W. No. 7 folio 143, and running thence on the outlines thereof South  $3\frac{1}{4}^{\circ}$  East 706 feet to an iron pipe at the corner of a  $9\frac{1}{2}$  Acre lot of ground conveyed by William R. Disney and wife to Clarence A. Fisher and wife by deed dated September 14, 1929 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 55 folio 224, thence along Fisher's line North  $75^{\circ}$  West 970 feet to an iron pipe, thence still North  $75^{\circ}$  West 15 feet to the center of Ridge Road, thence in the center thereof North  $19^{\circ}$  East 246 feet, North  $18^{\circ}$  East 368 feet to intersect the 7th line of the conveyance from Peddicord to Disney, thence on the outlines thereof and on the South side of Ridge Road South  $84^{\circ}$  East 130 feet, North  $72\frac{1}{2}^{\circ}$  East 23 perches, North  $86\frac{1}{4}^{\circ}$  East 19 perches to an iron pipe set about 2 feet Southwest of a cedar tree and thence South 13 perches to the place of beginning. Containing 15.2 Acres of ground, more or less.

Being the same lands and premises which the said Home Owners' Loan Corporation by Deed dated the 10th day of May, A. D. 1940, not yet recorded, but intended so to be, in the Office for the Recording of Deeds, etc., at Annapolis in and for Anne Arundel County, granted and conveyed unto the said Charles E. Boblit and Mary I. Boblit, his wife.

Said Deed though dated as above noted, nevertheless, was delivered the same day as the delivery of this Mortgage, both being part of one simultaneous transaction, and this mortgage is given to secure a part of the purchase price of the above described lands and premises.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or appertaining, and all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the use and benefit of Mortgagee, its successors and assigns.

Provided that if Mortgagor shall pay or cause to be paid the aforesaid debt and all other sums hereby secured, with all interest thereon accrued when and as the same may be due and payable, and shall perform all the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void; and provided further that Mortgagor shall retain the exclusive right of possession of the said property, and all rights, benefits and liabilities concurrent therewith, until such time after a default in the premises as Mortgagee, in its discretion, shall demand possession thereof by an instrument in writing addressed to Mortgagor at Hanover

R F D, Ridge Road A. A. Co., Md. and deposited in the United States mail, registered and postage prepaid.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable the aforesaid mortgage indebtedness, evidenced by aforesaid promissory note (and any extension or renewal thereof), and to pay all installments of ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, which affect said property or which affect this mortgage or the indebtedness hereby secured, together with the premiums and costs necessary to provide any fire or other insurance upon the buildings and improvements now situate or hereafter constructed in or upon said property as required by Mortgagee from time to time, satisfactory to and with loss payable to Mortgagee; payment of said ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs to be made by paying to Mortgagee, concurrently with each installment of principal and interest provided for hereinabove and in addition to any and all other payments to be made by Mortgagor hereunder, installment payments at the rate of at least one-twelfth (1/12) per month of the aggregate amount (as estimated by Mortgagee from time to time) of such annual ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind and insurance premiums and costs, and any additional sums of money the Mortgagee may demand from time to time to pay such items in the event the estimated installments as above mentioned are insufficient for such purposes;

(2) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee, in its judgment, may require, at Mortgagor's own expense;

(3) Not to permit or suffer, without the written consent of Mortgagee:

(a) The use of any of said property for any purpose other than that for which the same is now designed or used; or

(b) Any alteration of or addition to the buildings or improvements now situate or hereafter constructed in or upon said property;

(4) To repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, at Mortgagee's Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, all funds hereafter advanced by Mortgagee pursuant to any covenant herein contained, with interest thereon from date of advance until repaid, at the rate specified in said note;

(5) To comply promptly with all laws, ordinances, covenants regulations and restrictions affecting said property or its use; and

(6) To promptly pay and settle or cause to be removed all claims against any of said property which affect the rights of Mortgagor or Mortgagee therein or thereto, and seasonably to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagor or Mortgagee hereunder, and Mortgagor shall pay all costs and expenses, in any such action or proceeding in which Mortgagee shall appear.

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

(1) That Mortgagee shall not be liable for the payment of any interest on any monies received / by it pursuant to paragraph A (1) above, nor incur any liability on account of any such mon-

ies except to account to Mortgagor for their receipt and disbursement thereunder; that any or all of such monies may be commingled with the general funds of Mortgagee, and, as well as any other funds received by Mortgagee on account of the aforesaid mortgage indebtedness, may be retained by Mortgagee for the future payment of ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs together with any interest, penalties, costs and other charges accrued thereon, when the same become due, payable, past due or delinquent, or may be applied at any time to such payment of all or any part of said items, or of any mortgage indebtedness hereunder; that all payments of such ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs made by Mortgagee hereunder shall be in such amounts as are shown to be due, payable, past due or delinquent by Mortgagee's records, by bills or statements issued by proper authority or by any data or information received by Mortgagee; and that when all of the mortgage indebtedness hereunder shall be paid in full, Mortgagee shall refund to Mortgagor, without interest, all unexpended and unapplied monies received by it pursuant to paragraph A (1) above, but none of said monies shall be withdrawn by Mortgagor while any of mortgage indebtedness hereunder remains unpaid; and that Mortgagor shall promptly obtain, approve and deliver to Mortgagee, on demand, any and all bills and statements for the aforesaid ground rent (if any), taxes, water rents, assessments, levies, public debt and charges of every kind, and insurance premiums and costs, and Mortgagor shall also deliver to Mortgagee any and all insurance policies effecting the buildings and improvements situate upon the property herein described which may at any time be issued to Mortgagor;

(2) That all awards of damages in connection with any condemnations for public use of or injuries to any of said property are hereby assigned and shall be paid, after payments of all reasonable expenses incurred in any proceedings in which such awards are made, to Mortgagee, who may apply the same to payment of any portion of the mortgage indebtedness, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

(3) That no waiver by Mortgagee or performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligation;

(4) That Mortgagee is hereby authorized and empowered, at its option at any time, without notice and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby;

(b) Pay to or permit the use for any purpose by Mortgagor of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise; and

(c) Execute and deliver waivers as to easements and partial releases, of any of said property from the lien created hereby;

(5) That each right, power and remedy herein or in said note, conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith;

(6) That all moneys received by Mortgagee hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine, notwithstanding any provisions to the contrary herein or in said note contained;

(7) That each covenant, agreement and provision herein contained shall apply to, inure to the benefit of and bind Mortgagor and Mortgagee and their respective heirs, personal representatives and assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term "Mortgagee", as used herein, shall include any lawful owner, holder or pledgee of any indebtedness secured hereby;

(8) That wherever the context hereof requires the singular number, as used herein shall include the plural;

(9) That time is of the essence hereof and if default be made and continued for a period of thirty (30) days in making any payment under said note (or any extension or renewal thereof) or in making as herein provided any payment of any other indebtedness hereby secured or if default be made in the performance of any other covenant or agreement of Mortgagor herein contained, or if proceedings be instituted or process be issued, to enforce any other lien, charge or encumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any Court, or if Mortgagor abandon any of said property, then in any of such events of default, Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to

(a) Perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and advance all such moneys as Mortgagee shall deem necessary to expend for any such purpose, and all moneys so advanced and expended by Mortgagee, with interest as hereinbefore provided, are secured hereby and shall be repaid immediately and without demand, by Mortgagor to Mortgagee; and

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder;

(10) That upon payment of all indebtedness hereby secured and full performance hereunder by Mortgagor, Mortgagee shall execute and deliver to Mortgagor, within sixty (60) days after Mortgagee's receipt of written demand therefor by Mortgagor, a release of this mortgage;

(11) \_\_\_\_\_

(12) That in case of any default in the payment of any installment of principal or interest hereunder, made and continued for a period of thirty (30) days, or in the event of default in the performance of any covenant herein contained, then in either or any of said events it shall be lawful for the Mortgagee or John I. Rowe, and J. Oliver Clark, or either of them, at any time after such default, to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges, advances and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 inclusive of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, and such sale shall be made

in the manner following, viz., upon giving twenty (20) days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notices as by Mortgagee may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including a fee of Twenty-five Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of Mortgagee, whether the same shall have matured or not, and the surplus (if any) shall be paid to Mortgagor, or to whomever may be entitled thereto; and Mortgagor does hereby covenant and agree that upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall become due from Mortgagor to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission Mortgagor does hereby covenant to pay, and Mortgagee or John I. Rowe and J. Oliver Clark or either of them, shall not be required to receive the principal and interest only of said Mortgage debt and of all other sums hereby secured in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

And Mortgagor covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hand and seal of Mortgagor.

Test:

Margaret E. Branzell

Charles E. Boblit (Seal)

Mary I. Boblit (Seal)

State of Maryland, Anne Arundel County, To-wit:

I Hereby Certify that on this 11th day of May, 1940, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Charles E. Boblit and Mary I. Boblit, his wife the Mortgagors and they acknowledged the foregoing mortgage to be their act. At the same time also appeared J. Oliver Clark, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret E. Branzell

My commission expires the 5th day of May, 1941.

Notary Public.

For Value Received, Home Owners' Loan Corporation hereby assigns the within mortgage unto

J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized its Regional Treasurer, this 6th day of March, 1941.

Witness: (Corporate Seal) Charles B. Lyddane  
Edward C. Golder Regional Treasurer.

Received for Record 24 day of Mar., 1941, at 11-40 o'clock A. M., and the same day recorded in Liber J. H. H. No. 214, Fol. 389, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

J. Oliver Clark, Assignee No. 8159 Equity.  
vs. In The Circuit Court For  
Charles E. Boblit and Mary L. Boblit, his wife. Anne Arundel County.

PLAINTIFF'S EXHIBIT NO. 2

Affidavit showing Military Status  
(for use at time of commencement of foreclosure proceedings)

State of Maryland Anne Arundel County, to wit:

On this 21st day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Charles E. Boblit and Mary L. Boblit(are) the owner(s) of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that Charles E. Boblit is approximately 42 years of age and is unemployed, and that Mary L. Boblit is approximately 37 years of age and is a housewife, and that said owner(s) (are) not now, in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor have they been in such service within three months prior hereto.

J. Oliver Clark, Affiant.

Sworn to, acknowledged and subscribed to  
before me the day and year first above written.

My Com. Expires May 5th., 1941. Margaret E. Branzell (Notarial Seal)  
Notary Public.

Statement of Mortgage Claim. -- Filed April 5<sup>th</sup> 1941.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage (filed in the above entitled case) from the defendants above captioned:

|           |                                     |           |
|-----------|-------------------------------------|-----------|
| CHD:LR    | Loan #S.I. 18-11-C-156              |           |
|           | Date of Loan                        | 5-11-40   |
| Advances: | Original Amount of Loan             | \$2277.08 |
|           | 1941 State & County Taxes           | 42.82     |
|           | Total of Original Loan and Advances | 2319.90   |
|           | Applied to Principal                | 275.87    |
|           | Principal Balance Due               | 2044.03   |
|           | Unpaid Interest due as of 4-11-41   | 52.76     |
|           | TOTAL AMOUNT DUE 4-11-41            | 2096.79   |

George R. Davis,  
Deputy, Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 3 rd day of April in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder  
Notary Public.

Bond --Filed & Approved 10th. April, 1941. John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents:

That we, J. Oliver Clark, Annapolis, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and 00/100 (\$1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of April in the year of our Lord nineteen hundred and forty-one.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Charles E. Boblit and Mary I. Boblit, his wife to Home Owners' Loan Corporation bearing date the 11th day of May, 1940 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 214 Folio 383 and duly assigned of record to the said J. Oliver Clark for the purpose of foreclosure, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation Is Such, That if the above bounden J. Oliver Clark do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Oliver Clark has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in-Fact, the day and year first herein above written.

Signed, sealed and delivered  
in the presence of

Margaret E. Branzell

(Corporate Seal)

J. Oliver Clark (Seal)

Fidelity and Deposit Company  
of Maryland.

As to Surety:

By G. Gillis.

By E. V. Shockley,  
Attorney-in-Fact.



J. Oliver Clark, Assignee

No. 8159 Equity.

vs.

In The Circuit Court For

Charles E. Boblit and Mary L. Boblit, his wife.

Anne Arundel County.

Assignee's Report of Sale and Affidavit. -- Filed April 15th., 1941.

To The Honorable, The Judges of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Charles E. Boblit and Mary L. Boblit, his wife, dated the 11th day of May, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 214 folio 383, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, April 11th, 1941 at 11:00 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to the Home Owners' Loan Corporation at and for the sum of Two Thousand Dollars (\$2000.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate in the Fifth Election District of Anne Arundel County, Maryland, which is more particularly described as follows:

Beginning for the same at an iron pipe at the Northeasternmost corner of a lot of ground that was devised to William Roland Disney by his father, William Peter Disney, by his Last Will and Testament recorded among the Testamentary Records of Anne Arundel County in Will Book 50 folio 230, said point of beginning being the beginning point of the land conveyed by A. G. Peddicord to William Peter Disney by deed dated August 24, 1897, and recorded among the Land Records in G. W. No. 7 folio 143, and running thence on the outlines thereof of South  $3/4^\circ$  East 706 feet to an iron pipe at the corner of a  $9\frac{1}{2}$  acre lot of ground conveyed by William R. Disney and wife to Clarence A. Fisher and wife by deed dated September 14, 1929 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 55 folio 224, thence along Fisher's line North  $75^\circ$  West 970 feet to an iron pipe, thence still North  $75^\circ$  West 15 feet to the center of Ridge Road, thence in the center thereof North  $19^\circ$  East 246 feet, North  $18^\circ$  East 368 feet to intersect the 7th line of the conveyance from Peddicord to Disney, thence on the outlines thereof and on the South side of Ridge Road South  $84^\circ$  East 130 feet, North  $72\frac{1}{2}^\circ$  East 23 perches, North  $86\frac{1}{4}^\circ$  East 19 perches to an iron pipe set about 2 feet Southwest of a cedar tree and thence South 13 perches to the place of beginning. Containing 15.2 acres of ground, more or less.

Being the same property conveyed to the said Charles E. Boblit and Mary L. Boblit, his wife, by deed from the Home Owners' Loan Corporation, dated May 10th, 1940 and recorded among the Land Records of Anne Arundel County on May 13th, 1940.

Improvements consist of  $1\frac{1}{2}$  story frame bungalow, containing 7 rooms. Barn.



(2). And the said Assignee further reports that he has received from the purchase the deposit of Three Hundred Dollars (\$300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of \$300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of the sale.

(3). And that the said Charles E. Boblit and Mary L. Boblit, his wife, the present owners of the said mortgaged property, are not now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 at the time of said sale, nor were they in such service within the period of three months prior thereto, which will appear from an affidavit marked "Plaintiff's Exhibit No. 3", and filed herewith as a part of this Report of Sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 14th day of April, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal)

Margaret E. Branzell

Notary Public.

ORDER NISI

Ordered, this 15th day of April, 1941, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 17th day of May, 1941; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 17th day of May, 1941.

The report states the amount of sales to be Two Thousand Dollars (\$2000.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., May 12, 1941.

We hereby certify, that the annexed Order Nisi - Charles E. Boblit & wife - Eq. 8159 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of May, 1941. The first insertion being made the 17th day of April, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 20th day of May, 1941, that the sale made and reported by J. Oliver Clark, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, al-

though due notice appears to have been given as required by the Order Nisi passed in said cause; and it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

J. Oliver Clark, Assignee

No. 8159 Equity.

vs.

In The Circuit Court For

Charles E. Boblit and Mary L. Boblit, his wife.

Anne Arundel County.

PLAINTIFF'S EXHIBIT NO. 3

Affidavit Showing Military Status  
(to be filed with Report of Sale of mortgaged property)

State of Maryland, Anne Arundel County, to wit:

On this 14th day of April, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Charles E. Boblit and Mary L. Boblit, his wife (were) the owner(s) of the mortgaged property referred to in the accompanying Report of Sale at the time of said sale; and upon diligent inquiry it has been found that Charles E. Boblit is approximately 42 years of age and is now unemployed, and that Mary L. Boblit, his wife, is approximately 37 years of age and is a housewife, and that said owner(s) (were) not in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, at the time of said sale, nor (were) they in such service within the period of three months prior thereto.

J. Oliver Clark, Affiant.

Sworn to, acknowledged and subscribed before me the day and year first above written.

My Commission Expires May 5th, 1941.

(Notarial Seal) Margaret E. Branzell  
Notary Public.

Auditor's Report and Account -- Filed June 28th., 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. J. Oliver Clark, Assignee, vs. Charles E. Boblit and Wife in ac. with J. Oliver Clark, Assignee.

|   |    |       |
|---|----|-------|
| To Assignee for fee in lieu of commission | \$ | 65.00 |
|---|----|-------|

To Assignee for Court costs, viz:

|                        |             |       |
|------------------------|-------------|-------|
| Clerk of Court - costs | 24.75       |       |
| Auditor                | <u>9.00</u> | 33.75 |

To Amounts Brought forward \$ \$98.75

To Assignee for Expenses, viz:

|  |       |       |
|--|-------|-------|
| Capital-Gazette Press - advertising sale | 30.75 |       |
| Capital-Gazette Press - handbills        | 4.75  |       |
| Capital-Gazette Press - report of sale   | 5.00  |       |
| Capital-Gazette Press - auditor's acct.  | 5.00  |       |
| George W. Scible - auctioneer            | 10.00 |       |
| Fidelity & Deposit Co. - bond premium    | 10.00 |       |
| M. E. Branzell - notary fee              | .50   |       |
| One-half Federal revenue stamps          | 1.10  |       |
| One-half State revenue stamps            | 1.00  | 68.10 |

To Assignee for Taxes, viz:

|   |       |
|---|-------|
| 1941 State & County taxes (\$43.61-adj) | 12.22 |
|---|-------|

To Home Owners Loan Corporation, mortgagee-

|  |                   |
|--|-------------------|
| this balance on account mortgage claim | 1,820.93          |
|  | <u>\$2,000.00</u> |

Amount of mortgage claim filed \$2,096.79

Cr. Amount allowed as above 1,820.93

Balance subject to decree in personam \$ 275.86

|                                     |                   |
|-------------------------------------|-------------------|
| Cr. April 11, 1941 Proceeds of Sale | <u>\$2,000.00</u> |
|-------------------------------------|-------------------|

#### ORDER NISI

Ordered, This 28th., day of June, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 29th., day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of July next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., July 24, 1941

We hereby certify, that the annexed Order Nisi - Equity 8159 Charles E. Boblit was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of July, 1941. The first insertion being made the 3rd. day of July, 1941

The Capital-Gazette Press, Inc.  
By Dorothy Kunsman.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 14th day of August, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,  
Judge.

|   |   |                          |
|---|---|--------------------------|
| J. Oliver Clark, Assignee                           | : | No. 8163 Equity.         |
| vs.   | : | In The Circuit Court For |
| Peder A. Pederson and Emma A. Pederson              | : | Anne Arundel County.     |
| his wife, and Octavia Marie Pederson,<br>unmarried. | : |                          |

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage and the within affidavit (Plaintiff's Exhibit No. 2), the mortgaged property in this case being owned by Emma Burgess, widow of Peder A. Pederson, and the children of Peder A. Pederson, said children being Marie Octavia Pederson, Elaine Haney, Andrew Pederson, Martha Hunt, Roberta Pederson, Frederick Earl Pederson and Clara Doris Pederson, and none of said persons are now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor have they been in such service within three months prior hereto.

J. Oliver Clark, Assignee.

Order to Docket Suit, Original Mortgage and Affidavit --Filed April 3rd., 1941.

This Mortgage, Made this 30th day of November 1934, by and between Peder A. Pederson and Emma A., his wife & Octavia Marie Pederson, Unmarried, of Anne Arundel Co., State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of One Thousand Five Hundred and Sixty-three/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of One Thousand Five Hundred and Sixty-three/100 Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of \$11.87 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the Mortgagors do hereby

grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

All those lots of ground situate in the Fifth Election District of Anne Arundel County, being known and designated as Lots Nos. 9, 24 and 25 on the Plat of Kinslouch Farms, recorded in Plat Book G. W. 1 Section 2 folio 96, and more particularly described as follows:

Beginning for the same at a point formed by the intersection of the east side of the Hammonds Ferry Road and the north side of Maple Street, and running thence bounding on Maple Street 250 feet; thence northerly at right angles to Maple Street 500 feet to the south side of Poplar Street; thence westerly bounding on Poplar Street 356 feet to the Hammond Ferry Road; thence bounding on the east side of said Road to the place of beginning.

Being the same property conveyed to the said Peder A. Pederson and Kate Pederson, his wife, by deed from Joshua S. Linthicum and Bertha H., his wife, et al., dated June 6, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. 105 folio 312. The said Kate Pederson having since departed this life, leaving the said Peder A. Pederson the sole owner of said property, and he, the said Peder A. Pederson having remarried one, Emma A. Pederson.

Saving and excepting therefrom, however, the following described property: Beginning for the same at an iron pipe set on the eastern side of Hammond Ferry Road, where it is intersected by a line drawn parallel to and 252 feet northward from the northern side of Maple Avenue as laid down on the plat of Garland Park, and running thence bounding on said line south 84 degrees east 150 feet; thence leaving said line and running at right angles thereto north 6 degrees east 50 feet, and thence running parallel to first line hereof north 84 degrees west 163.85 feet to the eastern side of Hammond Ferry Road, and thence bounding thereon south 9 degrees 30 minutes east 51.88 feet to the place of beginning. Being the same property conveyed to Charles E. Quandt by deed from Peder A. Pederson and Emma Pederson, his wife, dated November 9, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 68 folio 9.

The property above described is the property of said Peder A. Pederson and Emma A. Pederson, his wife, and the said Octavia Marie Pederson, Unmarried, executes this mortgage and the note herein referred to for the purpose of also assuming the primary obligation, jointly and severally, to repay said indebtedness and fulfill the covenants herein contained, such obligation to be the joint and several direct and primary obligation of each and every one of the parties hereto.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs; representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of <sup>rebuilding or</sup> repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property of any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and

authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum.

It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way violating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and \_\_\_\_\_, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Anne Arundel County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of

said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted or under the assent to decree as hereinbefore set forth, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay <sup>and</sup> the Mortgagee or its assigns, or John I. Rowe and \_\_\_\_\_, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test:

Augusta M. Brown

As to both

Peder A. Pederson (Seal)

Miss Octavia Marie Pederson (Seal)

Emma A. Pederson (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 30th day of November, 1934, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Peder A. Pederson & Emma A. Pederson, his wife, & Octavia Marie Pederson, unmarried, Guarantor the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared J. Oliver Clark, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal) Augusta M. Brown

My commission expires the 6 day of May, 1935.

Notary Public.

For Value Received, Home Owners' Loan Corporation hereby assigns the within mortgage unto



J. Oliver Clark, for the purpose of collection and foreclosure.

As Witness, the seal of said Corporation the hand of Charles B. Lyddane, duly authorized its Regional Treasurer this 31st day of March, 1941.

Witness:

(Corporate Seal)

Charles B. Lyddane

Edward C. Golder

Regional Treasurer.

Received for Record 3rd. day of April 1941, at 9 o'clock A. M. and the same day recorded in Liber F. A. M. No. 134, Fol. 535, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

J. Oliver Clark, Assignee

No. 8163 Equity.

vs.

In The Circuit Court For

Peder A. Pederson and Emma A. Pederson,

Anne Arundel County.

his wife, and Octavia Marie Pederson, unmarried.

PLAINTIFF'S EXHIBIT NO. 2

Affidavit Showing Military Status  
(for use at time of commencement of foreclosure proceedings)

State of Maryland, Anne Arundel County, to wit:

On this 2nd day of April, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that Emma Burgess, widow of Peder Pederson, and the children of Peder Pederson (are) the owner(s) of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that Emma Burgess is approximately 45 years of age and is a housewife, she being the widow of Peder A. Pederson; and that the children of Peder A. Pederson are as follows:-

1. Octavia Marie Pederson, aged about 27, employed in the hat manufacturing business.
2. Elaine Haney, aged about 26, same employment.
3. Andrew Pederson, aged 25, employed Carr Lowrey
4. Martha Hunt, aged 22, employed at Md. Glass Co.
5. Roberta Pederson, aged 19, employed at Md. Glass Co.
6. Frederick Earl Pederson, aged 16, High School student.
7. Clara Doris Pederson, aged 10.

and that said owner(s) (are) not now, in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, nor have they been in such service within three months prior hereto.

J. Oliver Clark, Affiant.

Sworn to, acknowledged and subscribed to before me the day and year first above written.

Margaret E. Branzell (Notarial Seal)

My Com. Expires May 5th, 1941.

Notary Public.

Statement of Mortgage Claim -- Filed April 25" 1941.

Statement of Mortgage Claim of Home Owners' Loan Corporation under the mortgage

(filed in the above entitled case) from the defendants above captioned;

Loan #18-30-C-1284

CHD:LR

Date of Loan

11-30-34

Original Amount of Loan

\$1500.63

Advances:

1939-40 State & County Taxes

100.99

Insurance

9.69

1941 State & County Taxes

50.63

Total of Original Loan and Advances

1661.94

Applied to Principal

456.57

Principal Balance Due

1205.37

Unpaid Interest due as of

4-25-41

29.44

TOTAL AMOUNT DUE

4-25-41

1234.81

George R. Davis  
Deputy, Regional Accountant.

State of Maryland, City of Baltimore, Sct.

I Hereby Certify, that on this 11th day of April in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared George R. Davis Deputy Regional Accountant of the Home Owners' Loan Corporation, the plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notarial Seal) Edward C. Golder  
Notary Public.

J. Oliver Clark, Assignee

vs.

Peder A. Pederson and Emma A. Pederson,  
his wife, and Octavia Marie Pederson,  
Unmarried.

No. 8163 Equity.

In The Circuit Court For

Anne Arundel County.

Bond --Filed & Approved this 25<sup>th</sup> day of April, 1941. John H. Hopkins, 3rd., Clerk.

Fidelity and Deposit Company of Maryland, Baltimore F & D Bond #4520070

Know All Men By These Presents:

That we, J. Oliver Clark Annapolis, Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and 00/100 (\$2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of April in the year of our Lord nineteen hundred and forty-one.

Whereas, the above bounden J. Oliver Clark by virtue of the power contained in a mortgage from Peder A. Pederson and Emma A. Pederson, his wife and Octavia Marie Pederson, un-

married, to Home Owners' Loan Corporation bearing date the 30th day of November, 1934 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 134 Folio 531 and duly assigned of record, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation Is Such, That if the above bounden J. Oliver Clark do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Oliver Clark has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered

J. Oliver Clark (Seal)

in the presence of

(Corporate Seal) Fidelity and Deposit Company

Margaret E. Branzell

of Maryland

As to Surety:

E. V. Shockley, Atty.-in-Fact.

By: I. Grant.

J. Oliver Clark, Assignee

No. 8163 Equity.

VS.

In The Circuit Court For

Peder A. Pederson and Emma A. Pederson,  
his wife, et al.

Anne Arundel County.

Assignee's Report of Sale and Affidavit on Military Status -Filed May 2<sup>nd</sup> 1941.

To The Honorable, The Judges Of Said Court:

The Report of Sale of J. Oliver Clark, Assignee of the mortgage filed in these proceedings, respectfully shows:

(1). That under and by virtue of the power of sale contained in a mortgage from Peder A. Pederson and Emma A. Pederson, his wife, and Octavia Marie Pederson, unmarried, dated the 30th day of November, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 134 folio 531, the said J. Oliver Clark, as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Friday, April 25th, 1941 at 11 o'clock A. M. at the Court House door, in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Oliver Clark, Assignee as aforesaid, then and there sold the said property to Frank W. Burgess and Emma A. Burgess, his wife, at and for the sum of Eighteen Hundred Dollars (\$1800.00), they being at that figure the highest bidder therefore, the said property being the following:

All those lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 9, 24 and 25 on the plat of Kinslouch Farms,

recorded in Plat Book G. W. 1 folio 96 Section 2, and more particularly described as follows:

Beginning for the same at a point formed by the intersection of the East side of the Hammonds Ferry Road and the North side of Maple Street, and running thence bounding on Maple Street 250 feet, thence Northerly at right angles to Maple Street 500 feet to the South side of Poplar Street, thence Westerly bounding on Poplar Street 356 feet to the Hammond Ferry Road, thence bounding on the East side of said Road to the place of beginning.

Being the same property conveyed to the said Peder A. Pederson and Kate Pederson, his wife, by deed from Joshua S. Linthicum and Bertha H., his wife, et al., dated June 6, 1914 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 105 folio 312. The said Kate Pederson having departed this life, leaving the said Peder A. Pederson the sole owner of said property, and he, the said Peder A. Pederson having remarried one, Emma A. Pederson.

Saving and excepting therefrom, however, the following described property: Beginning for the same at an iron pipe set on the Eastern side of Hammond Ferry Road, where it is intersected by a line drawn parallel to and 252 feet Northward from the Northern side of Maple Avenue as laid down on the Plat of Garland Park, and running thence bounding on said line South 84° East 150 feet, thence leaving said line and running at right angles thereto North 6° East 50 feet, and thence running parallel to first line hereof North 84° West 163.85 feet to the Eastern side of Hammond Ferry Road, and thence bounding thereon South 9° 30' East 51.88 feet to the place of beginning. Being the same property conveyed to Charles E. Euandt by deed from Peder A. Pederson and Emma Pederson, his wife, dated November 9, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 68 folio 9.

Improvements consist of 1 story frame and stucco dwelling containing 6 rooms 1 bath.

(2). And the said Assignee further reports that he has received from the purchasers the deposit of Three Hundred Dollars (\$300.00) required by the terms of said sale, and has also obtained the written agreement of the purchasers to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of \$300.00 will be required of the purchaser at the time of the sale, and the balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and insurance to be adjusted as of the date of this sale.

(3). And that Emma A. Burgess, widow of Peder A. Pederson, the present owner of the said mortgaged property, having acquired said property through the death of her husband, the said Peder A. Pederson, together with the children of the said Peder A. Pederson, said children being Marie Octavia Pederson, Elaine Haney, Andrew Pederson, Martha Hunt, Roberta Pederson, Frederick Earl Pederson and Clara Doris Pederson, are not now in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, at the time of said sale, nor were they in such service within the period of three months prior thereto, which will appear from an affidavit marked "Plaintiff's Exhibit No. 3", and filed herewith as a part of this Report of Sale.

Respectfully submitted,

J. Oliver Clark, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 30th day of April, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Oliver Clark, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

(Notarial Seal) Margaret E. Branzell  
Notary Public.

Advertisement of Sale -George W. Scible, Auctioneer.

J. Oliver Clark, Assignee Annapolis, Maryland

Assignee's Sale of valuable Fee Simple Property

By virtue of the power and authority contained in a mortgage from Peder A. Pederson and Emma A. Pederson, his wife, and Octavia Marie Pederson, unmarried, dated November 30th, 1934, to the Home Owners' Loan Corporation, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 134, folio 531, etc., duly assigned to J. Oliver Clark (default having occurred), the undersigned assignee will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on Friday, April 25, 1941 at 11:00 o'clock A.M.

All those lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 9, 24 and 25 on the plat of Kinslouch Farms, recorded in Plat Book G. W. No. 1, Section 2, folio 96, and more particularly described as follows: .

Beginning for the same at a point formed by the intersection of the east side of the Hammonds Ferry Road and the North side of Maple street, and running thence bounding on Maple street 250 feet, thence northerly at right angles to Maple street 500 feet to the south side of Poplar street, thence westerly bounding on Poplar street 356 feet to the Hammonds Ferry Road, thence bounding on the east side of said road to the place of beginning.

Saving and excepting therefrom, however, the following described property:  
Beginning for the same at an iron pipe set on the eastern side of Hammonds Ferry Road, where it is intersected by a line drawn parallel to and 252 feet northward from the northern side of Maple avenue as laid down on said plat of Garland Park, and running thence bounding on said line south 84 degrees east 150 feet, thence leaving said line and running at right angles thereto north 6 degrees east 50 feet, and thence running parallel to first line hereof north 84 degrees west 163.85 feet to the eastern side of Hammonds Ferry Road, and thence bounding thereon south 9 degrees 30 minutes east 51.88 feet to the place of beginning. Being the same property conveyed to Charles E. Quandt by deed from Peder A. Pederson/<sup>Emma Pederson</sup> his wife, dated November 9, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 68, folio 9.

Improvements consist of 2-story frame and stucco dwelling, containing 6 rooms, 1 bath.

Terms Of Sale: A deposit of three hundred (\$300.00) dollars will be required of the purchasers at the time of the sale and the balance of the purchase money, with interest thereon at the rate of 6 per cent per annum to be paid in cash upon final ratification of sale. Taxes, insurance and other expenses to be adjusted as of the date of the sale.

For further particulars apply to:

J. Oliver Clark, Assignee.

April 25, 1941

We hereby certify that we purchased the within described property at and for the sum of Eighteen Hundred Dollars (\$1800.00), and agree to comply with the terms of sale.

Frank W. Burgess

Emma A. Burgess

I hereby certify that the within sale was made in a fair and open manner, and that the said Frank W. Burgess and Emma A. Burgess were the highest bidders at said sale.

Geo. W. Scible, Auctioneer.

ORDER NISI

Ordered, this 2nd day of May, 1941, that the sale of the real estate mentioned in these proceedings, made and reported by J. Oliver Clark, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of June, 1941; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 3rd day of June, 1941.

The report states the amount of sale to be Eighteen Hundred Dollars (\$1800.00).

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., June 4, 1941

We hereby certify, that the annexed Order Nisi - Peder A. Pedersen - "Sale" - Equity 8163 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of June, 1941. The first insertion being made the 8th day of May, 1941.

The Capital-Gazette Press, Inc.

By Lillie L. French.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 5th day of June, 1941, that the sale made and reported by J. Oliver Clark, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and it is hereby further Ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

J. Oliver Clark, Assignee

No. 8163 Equity.

vs.

In The Circuit Court

Peder A. Pederson and Emma A. Pederson,  
his wife, and Octavia Marie Pederson, unmarried.

For  
Anne Arundel County.

PLAINTIFF'S EXHIBIT NO. 3

Affidavit Showing Military Status  
(to be filed with Report of Sale of mortgaged property)

State of Maryland, Anne Arundel County, to wit:

On this 30th day of April, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared J. Oliver Clark who being by me duly sworn according to law, deposed and said;

That he is the Attorney for Home Owners' Loan Corporation in this proceeding; that

Emma Burgess, widow of Peder A. Pederson, & the children of Peder A. <sup>Pederson</sup>/(were) the owner(s) of the mortgaged property referred to in the accompanying Report of Sale at the time of said sale; and upon diligent inquiry it has been found that Peder A. Pederson died several years ago, and that Emma A. Burgess, the widow of Peder A. Pederson, and Octavia Marie Pederson, Elaine Haney, Andrew Pederson, Martha Hunt, Roberta Pederson, Frederick Earl Pederson and Clara Doris Pederson, children of the said Peder A. Pederson, being the owners of said property, (were) not in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, at the time of said sale, nor (were) they in such service within the period of three months prior thereto.

J. Oliver Clark, Affiant.

Sworn to, acknowledged and subscribed before me the day and year first above written.

Margaret E. Branzell (Notarial Seal)

My Com. Expires May 5"1941. Notary Public.

J. Oliver Clark, Assignee

No. 8163 Equity.

vs.

In The Circuit Court For

Peder A. Pederson, et al.

Anne Arundel County.

Auditor's Report and Account -- Filed July 2" 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. J. Oliver Clark, Assignee, vs. Peder A. Pederson, et al. in ac. with J. Oliver Clark, Assignee.

|                             |              |        |
|-----------------------------|--------------|--------|
| To Assignee for fee         | \$25.00      | \$     |
| To Assignee for commissions | <u>87.35</u> | 112.35 |

To Assignee for Court costs, viz:

|                        |             |       |
|------------------------|-------------|-------|
| Clerk of Court - costs | 24.75       |       |
| Auditor                | <u>9.00</u> | 33.75 |

To Assignee for Expenses, viz:

|  |            |       |
|--|------------|-------|
| Capital-Gazette Press - advertising sale | 33.75      |       |
| Capital-Gazette Press - handbills        | 4.75       |       |
| Capital-Gazette Press - report of sale   | 5.00       |       |
| Capital-Gazette Press - auditor's acct.  | 5.00       |       |
| George W. Scible, Auctioneer             | 16.00      |       |
| Fidelity & Deposit Co. - bond premium    | 10.00      |       |
| M. E. Branzell - notary fee              | .50        |       |
| One-half Federal revenue stamps          | 1.10       |       |
| One-half State revenue stamps            | <u>.90</u> | 77.00 |

|   |    |                   |
|---|----|-------------------|
| To Amount brought forward                   | \$ | \$223.10          |
| To Home Owners Loan Corporation, mortgagee- |    |                   |
| in full for mortgage claim filed            |    | 1,234.81          |
| This balance in hands of Assignee subject   |    |                   |
| to further order of Court                   |    | <u>387.91</u>     |
|   |    | <u>\$1,845.82</u> |

|                   |                                  |                   |
|-------------------|----------------------------------|-------------------|
| Cr. Apr. 25, 1941 | Proceeds of Sale                 | \$1,800.00        |
|                   | Interest on deferred payment     | <u>11.50</u>      |
|                   |                                  | \$1,811.50        |
|                   | Refund 1941 taxes (\$50.42-adj.) | <u>34.32</u>      |
|                   |                                  | <u>\$1,845.82</u> |

ORDER NISI

Ordered, This 2nd. day of July, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified And Confirmed, unless cause to the contrary be shown on or before the 2nd day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd. day of August next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., July 30, 1941.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity 8163 Peder A. Pederson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd. day of August, 1941. The first insertion being made the 10th day of July, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 12 day of August, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.



|                            |   |                          |
|----------------------------|---|--------------------------|
| Ex Parte                   | : | No. 8182 Equity          |
| In The Matter Of Edward L. | : | In The Circuit Court For |
| Seckinger, Lunatic.        | : | Anne Arundel County.     |

Mr. Clerk:

Please file.

Wm. J. McWilliams

O. Bowie Duckett Jr.

Petition, Affidavit and Decree -- Filed May 5" 1941 Order May 6, 1941. fd.

The Petition of DeWitt S. Hyde, Committee for Edward L. Seckinger, a lunatic, of the City of Washington, District of Columbia, respectfully represents:

First: That Your Petitioner, DeWitt S. Hyde, on the 26th day of July, 1931 was appointed Committee for Edward L. Seckinger, a lunatic, residing in Washington, D. C. and thereafter qualified by giving a bond or undertaking in the sum of \$1,000. and has continued to perform his duties as said Committee to date, all of which will more fully appear from the exemplified copy of such qualification and appointment annexed hereto and prayed to be taken as part hereof and marked "Exhibit 1".

Second: That the said incompetent is the owner in fee simple of a certain lot and improvements in the First Election District of Anne Arundel County, State of Maryland, described as follows, to wit:

Beginning for the same at a post set on the Shore of White Marsh Creek, said post being a corner boundary of the lot now owned by William Witt; thence with the lines of Witt, <sup>North</sup> fifty degrees, thirty-seven minutes East, two hundred and forty-nine and three-tenths feet to a post on the West side of a road; thence with the said West side of said road North two degrees, thirty-seven minutes East, one hundred twenty-five feet to a post on the South side of a private driveway, thence with the South side of said private driveway West three hundred fifty feet, more or less, to the shore of said White Marsh Creek, thence with said shore line South fifty degrees, thirty-six minutes East, eighty-five feet to the beginning. Containing six-tenths of an acre, more or less, based on a plat and survey made by Edward Hall, Jr., dated March 19, 1925.

Said property having been acquired by the said Edward L. Seckinger by Deed dated September 11, 1928 from John Williams, Sr. and Joseph C. Williams and duly recorded in Liber F.S.R. No. 39, folio 214, of the Land Records of Anne Arundel County, a certified copy of which is annexed hereto and marked "Exhibit 2".

Third: That the aforesaid property is unoccupied and is depreciating in value and it is necessary that the same be sold to defray the expenses of said lunatic who is now confined at St. Elizabeth's Hospital and it is furthermore advisable and for the best interest of the said non compos mentis that said property be sold.

Fourth: That said property is improved by a frame bungalow and was appraised on April 2, 1941 by T. Carroll Worthington, an experienced real estate appraiser of Anne Arundel County, for the sum of \$2300.00 as will more fully appear from the appraisal annexed hereto and prayed to be taken as part hereof, marked "Exhibit 3".

Fifth: That Your Petitioner is advised that in pursuance of Section 139 of Article 26 of the Annotated Code of Maryland (1939) under the provisions of which this proceeding is

taken, a notice to creditors in the usual form followed in equity to file claims, if any they have, must be given by Your Petitioner by public notice in one or more newspapers published in the county where the property lies, for at least thirty days.

Wherefore, Your Petitioner prays:

1. That this Court authorize a sale of the aforementioned property at either public or private sale for the highest price obtainable.
2. That a Trustee be appointed to make said sale and as soon as convenient thereafter to return to the Court a full and particular account of his proceedings relative thereto, with an annexed affidavit of the truth thereof,
3. That an Order be passed directing notice to creditors be given as provided by law in such cases.
4. And for such other and further relief as the case may require.

DeWitt S. Hyde  
Petitioner.

Wm. J. McWilliams  
O. Bowie Duckett, Jr.  
Attorneys for Petitioner.

District of Columbia, ss.:

I Hereby Certify, that on this 1st day of May, 1941, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared DeWitt S. Hyde, Committee for Edward L. Seckinger, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Genevieve M. Foreman  
Notary Public.

#### DECREE

The matter of the application of DeWitt S. Hyde, Committee for Edward L. Seckinger, a non-resident lunatic, for authority to sell a parcel of ground situated in the First Election District of Anne Arundel County, as more fully described in the foregoing Petition, coming on for hearing and the Petition, Affidavit and Exhibits having been read and considered by the Court and it appearing therefrom that the said DeWitt S. Hyde has duly qualified as Committee in the District Court of the United States for the District of Columbia and that it is necessary and for the best interest of said lunatic that his property be sold, it is this 6th day of May, 1941, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed:

1. That the parcel of ground containing approximately six-tenths of an acre and improvements, located on White Marsh Creek, near Mayo, in the First Election District of Anne Arundel County, be sold at either public or private sale for the highest price obtainable.
2. That O. Bowie Duckett, Jr. be and he is hereby appointed Trustee to make said sale, provided he shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by this Court or the Clerk thereof, in the penalty of \$3,000., conditioned for the satisfactory performance of the trust reposed in him by this Decree or to be reposed in him by any further Decree or Order in the premises.

3. That the said O. Bowie Duckett, Jr., Trustee herein, give notice to creditors in the usual form followed in equity by publishing notice in one or more newspapers published in Anne Arundel County for at least thirty days.

4. That as soon as convenient after the sale and upon expiration of said notice to creditors, the Trustee shall make return of such sale to this Court with a full and particular account of his proceedings relative thereto and an annexed affidavit of the truth thereof.

Ridgely P. Melvin, Judge.

Ex Parte

In The Matter Of Edward L.  
Seckinger, Lunatic.

No. 8182 Equity

In The Circuit Court For  
Anne Arundel County.

Exhibits 1, 2 and 3 ---Filed May 5<sup>th</sup> 1941.

In The District Court of the United States for the District of Columbia.

To all to whom these presents come, Greeting:

United States of America)  
District of Columbia) ss:

Be It Remembered, That in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the time --hereinafter mentioned, among others is the following proceeding--, to wit:

In The District Court Of The United States For The District Of Columbia

Filed Jul 26 1939

Charles E. Stewart, Clerk

In re: )  
Edward L. Seckinger)

Lunacy No. 20,080

ORDER APPOINTING COMMITTEE

This cause having come on to be heard on the petition of Charles R. Seckinger for the appointment of a committee for Edward L. Seckinger, It is this 26<sup>th</sup> day of July A. D., 1939

ADJUDGED, ORDERED, and DECREED that DeWitt S. Hyde be, and he hereby is, appointed committee for Edward L. Seckinger, upon his giving an undertaking in the penal amount of \$1,000.00 for the full and faithful performance of the trust imposed on him.

O. R. Luhring

Justice

AUTHENTICATION

District Court of the United States for the District of Columbia:

I, Charles E. Stewart, Clerk of the said Court, do hereby certify that the writing -- annexed to the certificate is a true copy of original on file and of record in said Court in this cause: Committee has qualified by giving undertaking in the sum of One Thousand Dollars (\$1,000.00) July 26, 1939, United States Fidelity and Guaranty Company, Surety; said undertaking is this day in full force and effect.

Witness my hand and the seal of said Court, this 24th day of March, 1941

(Court Seal)

C E Stewart, Clerk.

By, \_\_\_\_\_ Ass't Clerk.

I, Alfred A. Wheat, Chief Justice of said Court, do hereby certify the foregoing attestation by Charles E. Stewart, Clerk of the said Court, to be in due form.

Witness my hand this 24th day of March, 1941

Alfred A. Wheat

Chief Justice.

I, Charles E. Stewart, Clerk of said Court, hereby certify that the Honorable Alfred A. Wheat, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, Chief Justice of said Court duly commissioned and qualified.

Witness my hand and the seal of said Court, this 24th day of March, 1941.

(Court Seal)

C. E. Stewart, Clerk.

By \_\_\_\_\_ Ass't Clerk

This Deed made this Eleventh day of September, in the year Nineteen Hundred and twenty-eight, by and between John Williams, Senior, and Josephine C. Williams, his wife, of the City of Washington, District of Columbia, parties of the first part, and Edward L. Seckinger, of the City of Washington, District of Columbia, party of the second part:

Witnesseth, that in consideration of the sum of One Hundred (\$100.00) Dollars, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto Edward L. Seckinger, party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in the first election district of Anne Arundel County, State of Maryland, being a portion of the same land which the said parties of the first part obtained from John Behlke and Alice Ball Behlke, his wife, by deed dated the twenty-sixth day of March, 1925, recorded in the Land Records of Anne Arundel County in Liber 99, at folio 183 and being described as follows, to wit:

Beginning for the same at a post set on the Shore of White Marsh Creek, said post being a corner boundary of the lot now owned by William Witt; thence with the lines of Witt, North Fifty degrees, thirty-seven minutes East, two hundred and forty-nine and three-tenths feet to a post on the West side of a road; thence with the said West side of said road North Two degrees, thirty-seven minutes East, one hundred twenty-five feet to a post on the South side ~~of a post on the South side~~ of a private driveway, thence with the South side of said private driveway West three hundred fifty feet, more or less, to the shore of said White Marsh Creek, thence with said shore line South Fifty degrees, thirty-six minutes East, eighty-five feet to the beginning. Containing six-tenths of an acre, more or less, based on a plat and survey made by Edward Hall, Jr., dated March 19, 1925.

Together, with all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

To Have And To Hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Edward L. Seckinger, his heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said party of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

Witness our hands and seals.

Test:

John Williams, Sr. (Seal)

Elinore G. Girault

Josephine C. Williams (Seal)

City of Annapolis State of Maryland ss

I hereby certify that on this Eleventh day of September, 1928, before the subscriber, a Notary Public, in and for the State of Maryland, personally appeared John Williams, Senior, and Josephine C. Williams, his wife, and did each acknowledge the foregoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this Eleventh day of September, A. D., 1928.

No Seal

(Notarial Seal)

Elinore G. Girault  
Notary Public, in and for the  
State of Maryland.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing is a truly taken and copied from Liber F. S. R. 39 folio 214 one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of May, A. D. 1941.

(Court Seal) John H. Hopkins, 3rd., Clerk.

Exhibit #3

Located at: White Marsh Creek, Near Mayo, Anne Arundel County, Maryland.

Owned by: Edward L. Seckinger

|                             | Appraised Value | Assessed Value |
|-----------------------------|-----------------|----------------|
| Land 6/10 Acre 80 Ft. Front | \$800.00        | \$200.00       |
| Building Bungalow           | 1500.00         | 800.00         |
| Out Buildings               | _____           | _____          |
| Total                       | \$2300.00       | \$1000.00      |

Date April 2nd, 1941.

Signed T. Carroll Worthington, Appraiser

Waterfront property, 80 feet on water, improved by bungalow, 5 rooms and bath  
Has well and septic tank, also small tool house. Shade trees and plants on lot.

~~ORDER xxxxx Filed Aug 6th 1941~~

~~Ordered by the Circuit Court of Anne Arundel County, this 6th day of August, 1941  
that the sale made and reported by the Trustee aforesaid be, and is hereby, finally ratified  
and confirmed and cause to the contrary having been shown although due notice appears to have  
been given, as required by the Order. This is passed in said cause, and the Trustee is allowed the~~

Bond --Filed & Approved this 19<sup>th</sup> day of May, 1941. John H. Hopkins, 3rd, Clerk.

American Bonding Company of Baltimore Home Office Baltimore, Maryland.

Know All Men By These Presents:

That we, O. Bowie Duckett, Jr. and the American Bonding Company of Baltimore, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19<sup>th</sup> day of May in the year of our Lord one thousand and nine hundred and forty-one.

Whereas, the above bounden O. Bowie Duckett, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell a parcel of ground containing approximately six-tenths of an acre and improvements located on Whitemarsh Creek, near Mayo, in the First Election District of Anne Arundel County, and belonging to Edward L. Seckinger, a non-resident lunatic, mentioned in the proceedings in the case of Ex Parte in the matter of Edward L. Seckinger, Lunatic, now pending in said Court:

Now, The Condition Of The Above Obligation Is Such, That, if the above bounden O. Bowie Duckett, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

O. Bowie Duckett, Jr. (Seal)

in the presence of:

(Corporate Seal) American Bonding Company of Baltimore

Clara B. Doulong

By Richard E. Lankford

Attest:

By Myrtle C. O'Connor

Ex Parte

No. 8182 Equity

In The Matter Of Edward

In The Circuit Court For

L. Seckinger, Lunatic.

Anne Arundel County.

Order of Publication -- Filed May 6<sup>th</sup> 1941.

Ordered by the Court this 6<sup>th</sup> day of May, 1941, that O. Bowie Duckett, Jr., the Trustee in the above cause named, give notice to all persons having claims against Edward L. Seckinger, a lunatic, to file their claims properly authenticated with the Clerk of the Circuit Court for Anne Arundel County on or before the 9<sup>th</sup> day of June, 1941 by causing a copy of this Order to be published in some newspaper in Anne Arundel County once a week for three successive weeks before the 26<sup>th</sup> day of May, 1941.

Ridgely P. Melvin, Judge.

Certificate of Publication

Annapolis, Md., June 11, 1941.

We hereby certify, that the annexed Notice to Creditors - Ex Parte - Edward L. Seckinger,

Lunatic was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of June 1941. The first insertion being made the 8th day of May, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Ex Parte

No. 8182 Equity

In The Matter Of Edward

In The Circuit Court For

L. Seckinger, a Lunatic.

Anne Arundel County.

Report of Sale, Affidavit and Order of Court -- Filed June 13" 1941.

To The Honorable The Judge Of Said Court:

The Report of O. Bowie Duckett, Jr., Trustee, respectfully represents:

1. That by decree of this Honorable Court passed in the above-entitled cause on May 6, 1941, Your Petitioner was appointed Trustee to sell a parcel of ground containing approximately six-tenths of an acre and improvements located on White Marsh Creek, near Mayo, in the First Election District of Anne Arundel County, at either public or private sale, for the highest price obtainable.

2. That Your Petitioner was directed to file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by this Court or the Clerk thereof in the penalty of \$3,000., conditioned for the satisfactory performance of his duties, and was further directed to give notice for at least thirty days to creditors of Edward L. Seckinger, a lunatic, in one or more newspapers published in Anne Arundel County.

3. That Your Petitioner has given the required notice to creditors in the "Maryland Gazette", a newspaper published in Anne Arundel County, as shown by the said notice annexed hereto and marked "Petitioner's Exhibit No. 1" and has duly filed the aforesaid bond for the faithful performance of his trust.

4. That Your Trustee reports that he has endeavored to obtain the highest offer possible for the said property by advertisement on the property and through the offices of a real estate broker and has sold said property at private sale to Helen Child Schultze, of Bethesda, Maryland, for the sum of \$2550.00, the same being the highest offer he could obtain for said property and being \$250.00 in excess of the real estate appraisal filed in these proceedings, the terms of said sale being cash.

Respectfully submitted,

O. Bowie Duckett, Jr., Trustee.

State of Maryland, City of Baltimore, ss.:

I Hereby Certify, that on this 12th day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared O. Bowie Duckett, Jr., Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Clara B. Doulong

Notary Public.

ORDER NISI

Ordered, by the Circuit Court of Anne Arundel County this 13<sup>th</sup> day of June, 1941, that the sale of property mentioned in these proceedings made and reported by O. Bowie Duckett, Jr., Trustee appointed by Decree of this Court to make said sale, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 15<sup>th</sup> day of July, 1941; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 15<sup>th</sup> day of July, 1941. The report states the amount of sale to be \$2550.00.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., July 5, 1941.

We hereby certify, that the annexed Order 8182 Eq. - Ex Parte - Edward L. Seckinger - a Lunatic was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15<sup>th</sup> day of July, 1941. The first insertion being made the 19<sup>th</sup> day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Order

Ordered by the Circuit Court of Anne Arundel County, this 6<sup>th</sup> day of August, 1941, that the sale made and reported by the Trustee aforesaid be, and is hereby, finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given, as required by the Order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed Sept. 20<sup>th</sup>., 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Ex Parte, In the Matter of Edward L. Seckinger, Lunatic in ac. with O. Bowie Duckett, Jr., Trustee.

|   |             |          |
|---|-------------|----------|
| To Trustee for fee in lieu of commissions | \$          | \$300.00 |
| To Trustee for Court costs, viz:          |             |          |
| Plaintiff's Solicitor's appearance fee    | 10.00       |          |
| Clerk of Court - costs                    | 12.90       |          |
| Auditor                                   | <u>9.00</u> | 31.90    |

To Trustee for Expenses, viz:

|   |       |
|---|-------|
| Capital-Gazette Press - notice to creditors | 5.00  |
| order nisi on                               |       |
| Capital-Gazette Press - report of sale      | 5.00  |
| order nisi on                               |       |
| Capital-Gazette Press - auditor's acct.     | 5.00  |
| The Daily Record Co. - "for sale" signs     | 2.50  |
| American Bonding Co. - bond premium         | 12.00 |



|  |             |          |
|--|-------------|----------|
| To Amounts brought forward               | \$29.50     | \$331.90 |
| T. Carroll Worthington - appraiser's fee | 10.00       |          |
| J. H. Hopkins, Clerk - certified copies  | 1.25        |          |
| Telephone call                           | .70         |          |
| One-half Federal revenue stamps          | 1.65        |          |
| One-half State revenue stamps            | <u>1.25</u> | 44.35    |

To Trustee for Taxes, viz:

|   |       |
|---|-------|
| 1941 State and County taxes (\$25.10-adj) | 15.67 |
|---|-------|

To DeWitt S. Hyde, Committee of Edward L.

Seckinger, lunatic - this balance, subject to further order of this Court

2,158.08

\$2,550.00

Cr. Aug. 6, 1941 Proceeds of Sale

\$2,550.00

ORDER NISI

Ordered, this 20th day of September, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 22nd day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd., day of October next.

John H. Hopkins, 3rd., Clerk.

Ex Parte

No. 8182 Equity

In The Matter Of Edward L.  
Seckinger, a Lunatic.

In The Circuit Court For  
Anne Arundel County.

Petition and Order of Court -- Filed Oct. 23" 1941. Order Oct. 23, 1941.

To The Honorable The Judge Of Said Court:

The Petition of O. Bowle Duckett, Jr., Trustee, respectfully represents:

1. That by Decree of this Honorable Court passed in the above-entitled cause on May 6, 1941, Your Petitioner was appointed Trustee to sell a parcel of ground containing approximately six-tenths of an acre and improvements located in the First Election District of Anne Arundel County.

2. That said property was sold to Mrs. Helen C. Schultze for \$2550., the proceeds received and deed executed.

3. That on September 20, 1941, the Report and Account of the Auditor was filed and an Order Nisi published in the "Maryland Gazette", authorizing said Report and Account to be ratified and confirmed unless cause to the contrary be shown on or before October 22, 1941.

4. That no cause has been shown and Your Petitioner prays that said Account be finally ratified and confirmed and Your Petitioner be authorized and directed to pay the proceeds, after deduction of the expenses, to DeWitt S. Hyde, Committee of Edward L. Seckinger, Lunatic.

And in duty bound, etc.

O. Bowie Duckett, Jr.

Petitioner.

State of Maryland, City of Baltimore, ss.:

I Hereby Certify, that on this 23rd day of October, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared O. Bowie Duckett, Jr., Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Clara B. Doulong

Notary Public.

ORDER

Upon the foregoing Petition and Affidavit, It Is Ordered by the Circuit Court of Anne Arundel County this 23rd day of October, 1941, that the Report and Account of the Auditor filed in the above entitled cause on September 20, 1941 be and the same is finally ratified and confirmed and O. Bowie Duckett, Jr., Trustee herein, be and he is hereby directed to transfer the proceeds of the sale to DeWitt S. Hyde, Committee of Edward L. Seckinger.

Ridgely P. Melvin, Judge.

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|   |   |                          |
|---|---|--------------------------|
| In The Matter Of The Sale Of The Mortgaged  | : | No. 8195 Equity          |
| Real Estate of George W. Berry and Laura H. | : | In The Circuit Court For |
| Berry, his wife (Present owners William J.  | : | Anne Arundel County.     |
| Roorda and Harriette S. Roorda, his wife)   | : |                          |

Mr. Clerk:

Please docket the above entitled case, file the within mortgage and enter my appearance..

William J. McWilliams, Attorney,

*EJ* Mortgage -- Filed May 28" 1941

This Purchase Money Mortgage, Made this 27th day of January, A. D. 1939, by and between George W. Berry and Laura H. Berry, his wife of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The Annapolis Banking and Trust Company a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

Whereas, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Three Thousand and One Hundred Dollars (\$3,100.00), with interest from date at the rate of Five per centum (5%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Annapolis Banking and Trust Company, in Annapolis Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Eighteen Dollars and Fourteen Cents (\$18.14), commencing on the first day of March, 1939, and on the first day of each month thereafter until the principal and interest are fully

paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1964.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: Provided, However, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator, the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagor by deed of even date herewith.

And Whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

Beginning for the same at an iron pipe found at the corner formed by the intersection of the Westerly side of Jefferson Street, with the Southerly side of Park Avenue as shown on a plat entitled "Subdivision of Eastport Ball Park Property" filed among the Land Records of Anne Arundel County, Maryland in Liber F. A. M. #193, folio #13; thence running with the said side of Jefferson Street, now known as Brashears Avenue, South 23 degrees 54 minutes East 43.15 feet to an iron pipe set in the divisional line between Lots #3 and #4 on said plat; thence running with said divisional line South 66 degrees 05 minutes West 140 feet to an iron pipe set in the divisional line between lots #4 and #9 on said plat; thence with said last mentioned divisional line North 23 degrees 54 minutes West 43.15 feet to an iron pipe set on the said side of Park Avenue; thence running with the said side of Park Avenue North 66 degrees 05 minutes East 140 feet to the point of beginning.

Being the same property which was conveyed to the Mortgagors herein by Charles M. Carlson and Addie F. Carlson, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Together with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have And To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple forever.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other

proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazard as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums and taxes and assessments before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Administrator;

(2) ground rent, if any, taxes, special assessments, fire and other hazard

insurance premiums;

(lll) interest on the mortgage debt secured hereby; and

(lv) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof.

If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of five percentum (5%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be

applied to the mortgage debt or released for the repairing or rebuilding of the premises.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of ten days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or William J. McWilliams, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there by) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said ex-

penses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

June L. Smith

George W. Berry (Seal)

Laura H. Berry (Seal)

State of Maryland, \_\_\_\_\_ to wit:

I Hereby Certify, That on this 27th day of January, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared George W. Berry and Laura H. Berry, his wife the above named Mortgagors, and acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared John B. Holliday, Jr., the Treasurer of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal) June L. Smith,  
Notary Public.

For Value Received, The Annapolis Banking & Trust Company hereby assigns the foregoing mortgage and debt thereby secured to The Peoples National Bank of Edwardsville, Edwardsville, Pa. this 29th day of August, 1939, without recourse and without impliedly or expressly warranting any of the matters contained in or which went to the making of this instrument.

Attest: (Corporate Seal) The Annapolis Banking & Trust Company  
J. P. Sterling, Secretary. By Andrew A. Kramer, President.

Received for Record 30 day of Aug. 1939, at 1-30 o'clock A. M. and the same day recorded in Liber J. H. H., No. 190, Fol. 124, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In The Matter Of The Sale of the  
Mortgaged Real Estate of George W. Berry  
and Laura H. Berry, his wife, (Present  
Owners, William J. Roorda and Harriette S.  
Roorda, his wife.)

No. 8195 Equity  
In the Circuit Court  
For  
Anne Arundel County.

Statement of Mortgage Claim. -- Filed June 13" 1941.

Statement of the mortgage claim of The People's National Bank of Edwardsville, under the mortgage to it from George W. Berry and Laura H. Berry, his wife, dated January 27, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #190,

folio 121, which said mortgage was duly assigned to The People's National Bank of Edwardsville.

|   |              |
|---|--------------|
| Balance due on principal amount of mortgage     | \$2979.90    |
| Interest from December 1, 1940 to June 24, 1941 | <u>84.45</u> |
|   | \$3064.35    |

The People's National Bank of Edwardsville

By: W. A. Washburn, President.

Commonwealth of Pennsylvania: County of Luzerne: SS:

I Hereby Certify that on this 10th day of June, 1941, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared W. A. Washburn, President of The People's National Bank of Edwardsville, and made oath in due form of law that the foregoing is a true statement of the amount remaining due it on its mortgage claim described herein and that it has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

As Witness my hand and notarial seal.

My Commission Expires Jan. 18, 1943.

(Notarial Seal)

Carl F. Roth

Notary Public.

Bond -- Filed & Approved this 17th day of June, 1941. -- John H. Hopkins, 3rd., Clerk.

The Fidelity and Casualty Company of New York.

Know All Men by these Presents:

That we, William J. McWilliams, of the City of Annapolis, State of Maryland as principal, and the Fidelity and Casualty Company of New York, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of \$4,000.00 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of June, in the year of our Lord Nineteen hundred and forty-one

Whereas, the above bounden William J. McWilliams by virtue of the power contained in a mortgage from George W. Berry and Laura H. Berry, his wife to People's National Bank of Edwardsville, Pennsylvania bearing date the 27th day of January, 1939 and recorded among the mortgage records of Anne Arundel Co. in Liber J. H. H. No. 190 Folio 121 and for the purpose of foreclosure is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden William J. McWilliams do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William J. McWilliams has hereto set his hand



and seal and the said corporation has caused these presents to be duly signed by its attorney, attested by its witness, the day and year first herein above written.

Signed, sealed and delivered

William J. McWilliams (Seal)

in the presence of

(Corporate Seal)

The Fidelity and Casualty Company

Samuel S. Stokes

of New York

Attest:

By Annie Laurie Wiegard, Atty.

Samuel S. Stokes

In the Matter of the Sale of the Mortgaged

No. 8195 Equity

Real Estate of George W. Berry and Laura H.

In The Circuit Court

Berry, his wife (Present owners, William J.

For

Roorda and Harriette S. Roorda, his wife)

Anne Arundel County.

Report of Sale -- Filed June 24" 1941. Order July 29, 1941 fd.

To the Honorable, The Judges of Said Court:

The Report of Sale of William J. McWilliams, Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from George W. Berry and Laura H. Berry, his wife, dated January 27, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #190, folio 121, the said William J. McWilliams Attorney named in said mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did Tuesday, June 24, 1941, at 11:00 o'clock, a. m., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said William J. McWilliams, Attorney, as aforesaid, then and there sold the property to The People's National Bank of Edwardsville, for the sum of Twenty Five Hundred Dollars (\$2500.00), it being at that figure the highest bidder therefor, the said property being the following:

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, and which is described as follows:

Beginning for the same at an iron pipe found at the corner formed by the intersection of the westerly side of Jefferson Street, with the southerly side of Park Avenue, as shown on a plat entitled "Subdivision of Eastport Ball Park Property", filed among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. #193, folio 13; thence running with the said side of Jefferson Street, now known as Brashears Avenue, south 23 degrees 54 minutes East 43.15 feet to an iron pipe set in the divisional line between Lots No. 3 and 4 on said plat; thence running with said divisional line south 66 degrees 05 minutes West 140 feet to an iron pipe set in the divisional line between Lots No. 4 and No. 9 on said plat; thence with said last mentioned divisional line North 23 degrees 54 minutes West 43.15 feet to an iron pipe set on the said side of Park Avenue; thence running with the said side of Park Avenue north 66 degrees 05 minutes East 140 feet to the point of beginning.

Being the same property which was conveyed to George W. Berry and Laura H. Berry, his

wife, by deed dated January 27, 1939, by Charles M. Carlson and Addie F. Carlson, his wife, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #194, folio 307.

Being also the same property which was conveyed to William J. Roorda and Harriette S. Roorda, his wife, by deed dated April 26, 1939, by George W. Berry and Laura H. Berry, his wife, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #196, folio 465.

2. And the said Attorney further reports that he has received from the purchaser the deposit of \$300.00 required by the terms of sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

Terms of Sale: A deposit of \$300.00 will be required at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

Respectfully submitted,

William J. McWilliams

Attorney named in Mortgage.

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 24th day of June, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. McWilliams, Attorney, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale, are true, and that the said sale was fairly made.

As Witness my hand and notarial seal.

(Notarial Seal)

Diana M. Griscom

Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer.

McWilliams, Duckett & Haley, Solicitors, Church Circle, Annapolis, Md.

Attorney's Sale of valuable Improved Property situate in the Village of Eastport, Second Election District of Anne Arundel County, Md., on Jefferson Street.

By virtue of the power and authority contained in a mortgage from George W. Berry and Laura H. Berry, his wife, dated January 27, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 190, folio 121, said property now being owned by William J. Roorda and Harriette S. Roorda, his wife, William J. McWilliams, the attorney named in said mortgage (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on Tuesday, June 24, 1941 at 11:00 A. M. the following property:

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, and which is described as follows:

Beginning for the same at an iron pipe found at the corner formed by the intersection of the westerly side of Jefferson street, with the southerly side of Park avenue, as shown on a plat entitled "Subdivision of Eastport Ball Park Property," filed among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 193, folio 13; thence running with the said side of Jefferson street, now known as Brashears avenue, south 23 degrees

54 minutes east 43.15 feet to an iron pipe set in the divisional line between Lots No. 3 and No. 4 on said plat; thence running with said divisional line south 66 degrees 05 minutes west 140 feet to an iron pipe set in the divisional line between Lots No. 4 and No. 9 on said plat; thence with said last mentioned divisional line North 23 degree 54 minutes west 43.15 feet to an iron pipe set on the said side of Park avenue; thence running with the said side of Park avenue north 66 degrees 05 minutes east 140 feet to the point of beginning.

Being the same property which was conveyed to George W. Berry and Laura H. Berry, his wife, by deed dated January 27, 1939, by Charles M. Carlson and Addie F. Carlson, his wife, and recorded among the Land Records of Anne Arundel \_\_\_\_\_ in Liber J. H. H. No. 194, folio 307.

Being also the same property which was conveyed to William J. Roorda and Harriette S. Roorda, his wife, by deed dated April 26, 1939, by George W. Berry and Laura H. Berry, his wife, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 196, folio 465.

The property is improved by a one-story frame dwelling, containing five rooms and bath.

Terms of Sale: A deposit of \$300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

William J. McWilliams,  
Attorney named in Mortgage,  
Church Circle, Annapolis, Md.

#### Auctioneer's Certificate and Purchaser's Agreement.

I hereby certify that I have this 24th day of June, 1941, sold the within described property to The People's National Bank of Edwardsville at and for the sum of Twenty five Hundred Dollars (\$2500.) it being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

The People's National Bank of Edwardsville hereby certifies that it has this 24th day of June, 1941, purchased the within described property from William J. McWilliams, Attorney, at and for the sum of (\$2500.00) Twenty-five Hundred \_\_\_\_\_ and it hereby agrees to comply with the terms of said sale as set forth on the reverse side hereof.

By William J. McWilliams (Seal)  
Agent for Peoples National Bank  
of Edwardsville.

#### ORDER NISI

Ordered, this 24th day of June, 1941, That the sale of the property mentioned in these proceedings made and reported by William J. McWilliams, Attorney named in Mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th., day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th., day of July next.

The report states that the amount of sales to be \$2,500.00

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md, July 24, 1941

We hereby certify, that the annexed Order Nisi - Sale - Equity 8195 - George W. Berry was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of July, 1941. The first insertion being made the 24th day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

Ordered By The Court, This 29th day of July, 19\_\_ that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the Mortgaged  
Real Estate of George W. Berry and Laura H.  
Berry, his wife (Present Owners, William J.  
Roorda, and Harriette S. Roorda, his wife)

No. 8195 Equity  
In The Circuit Court  
For  
Anne Arundel County.

Affidavit of William J. Roorda -- Filed Aug. 15" 1941.

I, William J. Roorda, hereby certify that I am one of the parties to the above entitled proceeding and that Harriette S. Roorda, one of the other parties, is my wife; that my occupation is Storekeeper, First Class, United States Navy; that I have been a member of the enlisted personnel of the United States Navy continuously since ( Janurary, 1924, that the property mentioned in the above proceeding was purchased by me from George W. Berry and wife by deed dated April 26, 1939, subject to the mortgage mentioned in the foregoing proceedings; that at the time said property was purchased by me I was a member of the enlisted personnel of the United States Navy with a rating of Storekeeper, First Class; that at the time the above foreclosure proceedings were instituted I was still a member of the United States Navy holding the same rating; that I had actual notice of said foreclosure proceeding and that my inability to keep up the mortgage payments was not in any way due to my being a member of the United States Navy; that my wife is not in the Military Service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act.

I hereby waive any rights or benefits to which I may be entitled under an act of Congress entitled Soldiers' and Sailors' Civil Relief Act of 1940, and Chapter 710 of the Acts of the General Assembly of Maryland of 1941.

William J. Roorda

Subscribed and sworn to before me this 14 day of August, 1941.

(Notarial Seal)

Catherine C. Ward

Notary Public.

Auditor's Report and Account -- Filed 28" August, 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled

cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George W. Berry and Wife  
(present owners - Wm. J. Roorda and Wife) in ac. with William J. McWilliams, Attorney,

|                             |               |          |
|-----------------------------|---------------|----------|
| To Attorney for fee         | \$100.00      |          |
| To Attorney for commissions | <u>107.50</u> | \$207.50 |

To Attorney for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 14.75       |       |
| Auditor                                | <u>9.00</u> | 33.75 |

To Attorney for Expenses, viz:

|  |             |       |
|--|-------------|-------|
| Capital-Gazette Press - advertising sale | 36.00       |       |
| Capital-Gazette Press - handbills        | 5.50        |       |
| Capital-Gazette Press - order nisi on    |             |       |
| Capital-Gazette Press - report of sale   | 5.00        |       |
| Capital-Gazette Press - order nisi on    |             |       |
| Capital-Gazette Press - auditor's acct.  | 5.00        |       |
| George W. Scible - auctioneer            | 16.00       |       |
| B. J. Wiegard, Agent - bond premium      | 16.00       |       |
| Diana M. Griscom - notary fee            | .50         |       |
| One-half Federal revenue stamps          | 1.38        |       |
| One-half State revenue stamps            | <u>1.25</u> | 86.63 |

To The People's National Bank of Edwards-  
ville, mortgagee - this balance on ac-  
count mortgage claim

2,172.12

\$2,500.00

|                                |                 |
|--------------------------------|-----------------|
| Amount of mortgage claim filed | \$3,064.35      |
| Cr. Amount allowed as above    | <u>2,172.12</u> |
| personam                       |                 |
| Balance subject to decree in   | \$ 892.23       |

Cr. June 24, 1941 Proceeds of Sale

\$2500.00

ORDER NISI

Ordered, This 28" day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 30" day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30" day of September next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., Sept. 30, 1941.

We hereby certify, that the annexed Order Nisi - George W. Berry - Equity 8195 - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of September, 1941.

The first insertion being made the 30th day of August, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 2nd day of October, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|   |   |                      |
|---|---|----------------------|
| The Capital Building and Loan Associa-          | : | No. 8210 Equity      |
| tion of Baltimore City                          | : | In The Circuit Court |
| vs.   | : | For                  |
| David S. Wilson and Mary L. Wilson, his wife. : |   | Anne Arundel County. |

Order to Docket Suit. -- Filed June 19" 1941.

Mr. Clerk:

Please docket the above entitled case and file therein the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

Attorney named in Mortgage.

Plaintiff's Exhibit "A" -- Filed June 19" 1941.

*Exp* This Mortgage, Made this twenty-fourth day of May, in the year Nineteen Hundred and Forty, by and between David S. Wilson and Mary L. Wilson, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and The Capital Building and Loan Association of Baltimore City, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

Whereas, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Twenty-four Hundred Dollars (\$2400.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

Whereas, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty-four Hundred Dollars (\$2400.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty-four and 00/100 Dollars (\$24.00), plus one-twelfth of the annual taxes, water rents,

ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the tenth day of June, 1940, and continuing on the tenth day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows: Beginning for the same at a point in the centre of Nursery Road at a distance of one hundred and eighty-three and fifteen one-hundredths feet westerly from the intersection of Nursery Road and Central Avenue; and running thence in a northerly direction parallel with Central Avenue two hundred and seventy-four and ninety-four one-hundredths feet to the centre of a thirty foot road there situate; thence in a westerly direction along the centre of said thirty foot road with the use thereof in common with others eighty feet; thence in a southerly direction parallel with Central Avenue two hundred and sixty-nine and ninety-five ----- one-hundredths feet to the centre of Nursery Road; thence in an easterly direction along the centre of Nursery Road eighty and fifteen one-hundredths feet to the place of beginning.

Being the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Algard Olevich and Alfredine Olevich, his wife, to the herein Mortgagors.

Together with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

To Have and to Hold the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee

and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after ---- default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

And It Is Agreed And Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry



A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors, or assigns, or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representative, or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Benjamin Kann

David S. Wilson (Seal)

Mary L. Wilson (Seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this twenty-fourth day of May, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally

appeared David S. Wilson and Mary L. Wilson, his wife, the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year aforesaid.

(Notarial Seal)

Benjamin Kann,  
Notary Public.

The Capital Building and Loan Association  
of Baltimore City

VS.

David S. Wilson and Mary L. Wilson, his wife.

No. 8210 Equity.

In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim. -- Filed July 12<sup>th</sup> 1941.

|                                       |               |
|---------------------------------------|---------------|
| Amount of Mortgage dated May 24, 1940 | \$2400.00     |
| Interest on loan to July 30, 1941     | 165.70        |
| Taxes and insurance, etc.             | <u>143.38</u> |
| Total                                 | \$2709.08     |
| Less payments to date                 | <u>320.00</u> |
|                                       | \$2389.08     |

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this eleventh day of July, in the year Nineteen Hundred and Forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Emil R. Schomborg, Secretary of The Capital Building and Loan Association of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

(Notarial Seal) Edith L. Lindsay,

My commission expires May 3, 1943.

Notary Public.

Bond -- Filed & Approved this 12 day of July, 1941. John H. Hopkins, 3rd., Clerk.

Eagle Indemnity Company

Know All Men By These Presents, That We, John O. Dumlér, as Principal, and Eagle Indemnity Company, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 30th day of June, Nineteen Hundred and Forty-one.

Whereas, by virtue of a power of sale contained in a mortgage from David S. Wilson & Mary L. Wilson, his wife, to The Capital Building & Loan Association of Baltimore City, bearing date on or about the 24th day of May, Nineteen Hundred and Forty the said John O.

Dumler, attorney-named-in-mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition Of The Above Obligation Is Such, That if the above bounden John O. Dumler, attorney-named-in-mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

John O. Dumler (Seal)

Edith L. Lindsay

(Corporate Seal)

Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

The Capital Building And Loan

No. 8210 Equity

Association of Baltimore City

In The Circuit Court

vs.

For

David S. Wilson and Mary L. Wilson, His Wife.

Anne Arundel County.

Report of Sale -- Filed July 25" 1941.

To The Honorable, The Judge Of The Circuit Court For Anne Arundel County:

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale, said John O. Dumler, Attorney named in the mortgage, did, pursuant to said notice on the twenty-third day of July, 1941 at three o'clock P. M., attended on the premises and then and there sold the aforesaid fee simple property unto Herbert Kaufman at and for the sum of Two thousand seven hundred and five dollars (\$2705.00), cash, the said Herbert Kaufman having offered the greatest price therefor.

John O. Dumler

Attorney named in mortgage.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this twenty-third day of July, in the year of one thousand nine hundred and forty-one, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John O. Dumler, Attorney named in the mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Edith L. Lindsay,

My commission expires May 3, 1943.

Notary Public.

ORDER NISI

Ordered, this 25th., day of July, 1941, That the sale of the property mentioned in these proceedings made and reported by John O. Dumler, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th., day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th., day of August next.

The report states that the amount of sales to be \$2705.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., August 29, 1941.

We hereby certify, that the annexed Order Nisi - Sale - Equity 8210 David S. Wilson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of August, 1941. The first insertion being made the 31st day of July, 1941.

The Capital-Gazette Press, Inc.

By D. Kunsman

Ordered By The Court, This 16th day of Sept. 1941, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

The Capital Building & Loan  
Association of Baltimore City

vs.

David S. Wilson and wife.

No. 8210 Equity  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed Sept. 20th., 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. The Capital Building & Loan Association of Baltimore City vs. David S. Wilson and  
Wife in ac. with John O. Dumler, Attorney

|  |               |        |
|--|---------------|--------|
| To Attorney for fee                    | \$ 50.00      | \$     |
| To Attorney for commissions            | <u>113.04</u> | 163.04 |
| To Attorney for Court costs, viz:      |               |        |
| Plaintiff's Solicitor's appearance fee | 10.00         |        |
| Clerk of Court                         | 12.25         |        |
| Auditor                                | <u>9.00</u>   | 31.25  |

To Amounts brought forward \$ \$ 194.29

To Attorney for Expenses, viz:

|  |             |       |
|--|-------------|-------|
| Capital-Gazette Press - advertising sale | 26.25       |       |
| order nisi on                            |             |       |
| Capital-Gazette Press - report of sale   | 5.00        |       |
| order nisi on                            |             |       |
| Capital-Gazette Press - auditor's acct.  | 5.00        |       |
| Baltimore News Post - advertising sale   | 6.80        |       |
| George W. Scible - auctioneer            | 15.00       |       |
| Eagle Indemnity Co. - bond premium       | 10.00       |       |
| Edith L. Lindsay - notary fees           | <u>1.00</u> | 69.05 |

To The Capital Building & Loan Association  
of Baltimore City, mortgagee - in full  
for mortgage claim filed

2,389.08

To David S. Wilson and Mary L. Wilson,  
his wife, mortgagors, - this balance

106.61

\$2,759.03

Cr. July 23, 1941 Proceeds of Sale \$2,705.00

Interest on deferred payment 16.55

2,721.55

Refund 1941 taxes paid in advance 37.48

\$2,759.03

ORDER NISI

Ordered, This 20th., day of September, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 22nd., day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd., day of October next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., October 17, 1941

We hereby certify, that the annexed Order Nisi - David S. Wilson and Wife - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of October, 1941. The first insertion being made the 25th day of September, 1941.

The Capital-Gazette Press, Inc.

By Betty Duff Bennett.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 30th day of October, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

|                               |   |                          |
|-------------------------------|---|--------------------------|
| In The Matter Of The Adoption | : | No. 8238 Equity          |
| Of Patricia Ann McMillen,     | : | In The Circuit Court For |
| an infant.                    | : | Anne Arundel County.     |

Mr. Clerk:

Please file, etc.

E. Klawans, Solicitor.

Petition to adopt child and change name and attached Exhibits.

Filed August 20, 1941.

To The Honorable, The Judges of said Court:

The petition of Florence Lulu Karg and Russell Irwin Karg, her husband, and of Patricia Ann McMillen, respectfully shows:

1. That Patricia Ann McMillen is now eleven years old, having been born on June 23rd, 1930 in lawful wedlock to Earl Crawford McMillen and Ruby McMillen, his wife, both of whom are now dead.

2. That from the age of four years, the said Patricia Ann McMillen has resided in the Franklin County Children's Home, of Columbus Ohio, an institution of the State of Ohio.

3. That since June 2, 1941 the said Patricia Ann McMillen has resided with her aunt, the sister of her deceased father, Florence Lulu Karg, and the latter's husband, Russell Irwin Karg, at their home at No. 105 Charles Street, Annapolis, Maryland.

4. That the said Florence Lulu Karg and Russell Irwin Karg have only one son of their own, who is now nineteen years old and is not living at home but is in the United States Army; and they love the said Patricia Ann McMillen as dearly as a child of their own, and they desire to adopt the said child in law as their own.

That the said Patricia Ann McMillen also loves them dearly and she desires to be adopted by them in law their own child.

5. That the said Russell Irwin Karg is a Machinist Mate Second Class in the United States Navy, and receives an income of one hundred twenty-eight dollars and fifty cents per month, and he and his wife are well able to provide for the support and maintenance of the said child and to provide a good and sufficient home, training, education, etc.

6. That all of the petitioners desire to change the legal name of said child, if adopted, to Patricia Ann McMillen Karg.

7. That this adoption and change of name of said child will be for her best interest and advantage, and for the best interest and advantage of the adopting parents who love the said child and desire to have her company.

TO THE END THEREFORE:

(1) that Patricia Ann McMillen be made in law the adopted child of Russell Irwin Karg and Florence Lulu Karg, his wife.

(2) that Patricia Ann McMillen, when adopted, be in law Patricia Ann McMillen Karg.

(3) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Emanuel Klawans,  
Solicitor.

Russell Irwin Karg  
Florence Lulu Karg  
Patricia Ann McMillen

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of August, 1941, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Russell Irwin Karg and Florence Lulu Karg, his wife, and they did each make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bonafide as therein stated.

Witness my hand and notarial seal.

Witness my hand and notarial seal.

(Notarial Seal) Carolyn V. Martin  
Notary Public,

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of August, 1941, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Patricia Ann McMillen and she did make oath in due form of law that the matters and facts set forth upon the foregoing petition are true and bonafide as therein stated, to the best of her information, knowledge, and belief.

Witness my hand and notarial seal.

(Notarial Seal) Carolyn V. Martin  
Notary Public.

ORDER OF COURT

Upon the foregoing petition and affidavits, it is this 22nd day of August, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed that Patricia Ann McMillen shall henceforth be in law the adopted child of Russell Irwin Karg and Florence Lulu Karg, his wife; and that the name of said child shall henceforth be in law Patricia Ann McMillen Karg; and that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin, A. J.

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In the Matter of the Petition : No. 8257 Equity  
of : In The Circuit Court For  
Helen Ellyson Gray : Anne Arundel County.

Petition for change of name, affidavit, and Decree of Court.

Filed Sept. 23" 1941. Order Sept. 23, 1941. Fd.

To The Honorable, The Judges Of Said Court:

The petition of Helen Ellyson Gray respectfully represents:

1. That she resides at No. 12 Maryland Avenue, in the City of Annapolis, Maryland, and is more than twenty-one years of age.
2. That she desires that her name, Helen Ellyson Gray, (she being the widow of Alfred Gray) be changed to that of Helen Ellyson, which was her name prior to her second marriage to the said Alfred Gray, she being at that time the widow of Theodore Gordon Ellyson, the reason for said change being that she is about to engage in business in the City of Annapolis, the nature of which is largely personal, where she is better known as Helen Ellyson.

Your petitioner therefore prays that her name may be changed to Helen Ellyson.

And as in duty bound, etc.

Helen Ellyson Gray  
Petitioner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of September, 1941, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Helen Ellyson Gray and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of her knowledge and belief.

Witness my hand and Seal Notarial.

(Notarial Seal) Laura R. Jickling,  
Notary Public.

DECREE

Upon consideration of the foregoing petition and affidavit, it is this 23rd day of September, 1941, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the name of Helen Ellyson Gray, of the City of Annapolis, be, and it is hereby, changed from Helen Ellyson Gray to Helen Ellyson, and that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin  
Judge.



|   |   |                          |
|---|---|--------------------------|
| Nancy Butler Leighton McWilliams              | : | No. 8260 Equity          |
| Vs  | : | In The Circuit Court For |
| William J. McWilliams Ann Garrett McWilliams, | : | Anne Arundel County.     |
| infant William J. McWilliams, Jr., infant and | : |                          |
| John Michael McWilliams, infant               | : |                          |

Petition For Adoption -- Filed Sept. 29" 1941.

Mr. Clerk:

Please file, etc.

George W. Haley

Solicitor for Petitioner.

To The Honorable, The Judges of Said Court:

The Petition of Nancy Butler Leighton McWilliams, by George W. Haley, her solicitor, respectfully represents:

1. That your Petitioner is a resident of Anne Arundel County and since October 16, 1940, has resided at No. 4 Murray Avenue, Annapolis, Maryland.
2. That your Petitioner married Defendant William J. McWilliams, in New York City on October 5, 1940, and now resides with him at No. 4 Murray Avenue, Annapolis, Maryland.
3. That the Defendants Ann Garrett McWilliams, William J. McWilliams, Jr., and John Michael McWilliams are the infant children of Defendant William J. McWilliams and Helen D. McWilliams, who departed this life on November 6, 1939; that said Ann Garrett McWilliams is eight (8) years of age and was born in Annapolis, Maryland, on February 27, 1933; that said William J. McWilliams, Jr., is six (6) years of age, and was born in Annapolis, Maryland, on June 16, 1935; that said John Michael McWilliams is two (2) years of age and was born in Annapolis, Maryland, on August 17, 1939; that said infant Defendants now reside with your Petitioner and Defendant William J. McWilliams at No. 4 Murray Avenue, Annapolis, Maryland.
4. That your Petitioner and her said husband, Defendant William J. McWilliams, have no other children; that since the time of her marriage as aforesaid, your Petitioner has always regarded the said infant Defendants as her own children; that she has cared for and has supervised the welfare and activities of the said infant Defendants since October 16, 1940.
5. That your Petitioner desires to adopt said infant Defendants in accordance with the provisions of Section 78, et seq., of Article 16 of the Annotated Code of Maryland (1939 Edition); that your Petitioner avers and verily believes that the best interests and welfare of said infant Defendants will be thereby promoted; and that said infant Defendants are not of sufficient intelligence and capacity to give an understanding assent.

Wherefore, May It Please This Honorable Court:

1. To pass a decree declaring the said Ann Garrett McWilliams, William J. McWilliams, Jr., and John Michael McWilliams to be the adopted children of your Petitioner.
2. To grant such other and further relief as may be requisite.

And, as in duty bound, etc.

George W. Haley

Solicitor for Petitioner

Nancy Leighton McWilliams

Petitioner.

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 20<sup>th</sup> day of Sept., 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nancy Butler Leighton McWilliams, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth.

As Witness my hand and Notarial Seal.

(Notarial Seal) Mary F. Lathrop  
Notary Public.

Nancy Butler Leighton McWilliams

Vs

William J. McWilliams, et al

No. 8260 Equity  
In The Circuit Court For  
Anne Arundel County

Answer of William J. McWilliams -- Filed Oct. 2<sup>nd</sup> 1941.

The answer of William J. McWilliams against him and others in this Court exhibited.

This Defendant admits the matters and facts set forth in said Petition and consents to the passage of such decree as may be right and proper in the premises.

And, as in duty bound, etc.

William J. McWilliams

Appointment of Guardian And Order Thereon. -- Filed Oct. 2<sup>nd</sup> 1941

To The Honorable, The Judges of Said Court:

The Petition of Nancy Butler Leighton McWilliams by George W. Haley, her solicitor, respectfully represents:

1. That Ann Garrett McWilliams, William J. McWilliams, Jr., and John Michael McWilliams, the infant Defendants in this case, have been duly summoned.
2. That said infant Defendants have no legal guardian.

Wherefore, your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant Defendants, and suggests that Samuel S. Stokes, who has no interest whatsoever in this suit, be appointed Guardian ad Litem.

And, as in duty bound, etc.

George W. Haley  
Solicitor for Petitioner.

#### ORDER OF COURT

Upon the foregoing Petition it is this 2nd day of October, 1941, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that Samuel S. Stokes be and he is hereby appointed Guardian ad Litem for the infant Defendants named in the foregoing Petition, and he is hereby directed to appear and file answers in their behalf.

Ridgely P. Melvin, Judge.

Answer of Ann Garrett McWilliams, William J. McWilliams, Jr., and John Michael McWilliams -- Filed Oct. 2<sup>nd</sup> 1941.

To The Honorable, The Judges of Said Court:

The answer of Ann Garrett McWilliams, William J. McWilliams, Jr., and John

Michael McWilliams, the infant Defendants named in the Petition in this Court against them exhibited, by Samuel S. Stokes, their duly appointed Guardian ad Litem, respectfully represents unto your Honors:

That these Defendants, being infants under the age of twenty-one years, can neither admit nor deny the allegations set forth in said Petition and therefore submit their rights to the protection of this Honorable Court.

Further answering said Petition, said Samuel S. Stokes, Guardian ad Litem, says that said infant Defendants are not of sufficient intelligence and capacity to give an understanding assent to the prayer of the Petition of the said Nancy Butler Leighton McWilliams.

And, as in duty bound, etc.

Samuel S. Stokes

Guardian ad Litem.

Nancy Butler Leighton McWilliams

vs.

William J. McWilliams, et al

No. 8260 Equity

In The Circuit Court For

Anne Arundel County.

DECREE -- Filed Oct. 14" 1941.

Upon consideration of the foregoing Petition, Affidavit and Answers of the Defendants and the Court being satisfied that the best interests and welfare of the minor children named in these proceedings will be promoted by a Decree of Adoption, as prayed for in said Petition;

It is thereupon, this 14th day of October, 1941, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that Ann Garrett McWilliams, William J. McWilliams, Jr., and John Michael McWilliams, the minor children named in these proceedings, be and they are hereby declared to be the adopted children of Nancy Butler Leighton McWilliams.

Ridgely P. Melvin

Judge.

|                             |   |                          |
|-----------------------------|---|--------------------------|
| Robert W. Ogle, Assignee    | : | No. 8044 Equity          |
| Vs.                         | : | In The Circuit Court For |
| Helen Giles and James Giles | : | Anne Arundel County.     |

Order to Docket Suit -- Filed July 9th. 1940

Mr. Clerk:

Please docket the above styled case and mortgage filed herewith as Plaintiff's Exhibit No. One as foreclosure proceedings.

Robert W. Ogle, Assignee.

Original Mortgage Plaintiff's Exhibit No. One --Filed July 9th., 1940

THIS MORTGAGE, Made this 22nd day of June in the year one thousand nine hundred and twenty-five between James Giles and Helen X. Giles, his wife of Anne Arundel County, in the State of Maryland, Mortgagors and the Brooklyn Building Association, Incorporated, a body corporate of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagors being members of the said body corporate have received therefrom an advance of Eighteen Hundred Dollars, on eighteen shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of one dollar, the said James Giles and Helen E. Giles, his wife do grant and convey unto the Brooklyn Building Association, INCORPORATED, its successors and assigns, all that lot of ground situate, lying and being in Third Election District of Anne Arundel County, in said State, that was granted and conveyed by Joseph Lautenbach to Anderson Giles by deed dated August 23, 1888, recorded among the Land Records of Anne Arundel County in Liber S. H. No. 33, folio 646, and particularly described as follows:

BEGINNING at a bounded stone heretofore set at the end of the second line of that part of Lewis Addition as conveyed by Virginia Stewart to Joseph Lautenbach July 2, 1864, and running from thence and bounding on and with the said line reversely south 58 degrees 45 minutes west 38 3/4 perches to a post and stone now set in said line being the southeast corner of George W. Harris 10 acre lot purchased from said Joseph Lautenbach, thence running and bounding on said lot by a line drawn north 21 degrees 30 minutes west 71 perches to a post set in the low grounds of Wolfpet Branch and in the fifth line of the aforesaid conveyance, thence reversing and bounding on the lines of said conveyance as follows, south 59 degrees 30 minutes east 43 perches, south 47 degrees 30 minutes east 24 perches to a stone and pine tree standing on the south side of the aforesaid branch, thence south 26 degrees 30 minutes east 9 1/2 perches to the beginning stone. Containing 10 acres of land.

The title to which said tract of land upon the death of the said Anderson Giles about thirty years ago, vested in his only heirs-at-law, the said James Giles and one daughter, Harriet Giles Lockley who died about sixteen years ago, without issue surviving her, leaving surviving her husband, John Lockley, for deed of said John Lockley's interest as surviving husband therein see deed dated August 2, 1920, from him to said James Giles, recorded in Liber W. N. W. No. 17, folio 474. Reserving however from the above described tract 2.4 acres which were granted and conveyed by the said Mortgagors to George A. White and wife by deed dated October 13, 1920, recorded among the Land Records of said County in Liber W. N. W. No. 38, folio 33, which said tract is described as follows:

BEGINNING for the same at a stone at the end of the first line of the whole tract and running from thence and with the second line north 20 degrees W. 430 feet, thence leaving said line and running south 74 degrees 45 minutes east 608 feet to intersect aforesaid first line, thence with said line south 60 degrees 15 minutes west 506 feet to place of beginning.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto and to the use of the Brooklyn Building Association, Incorporated, its successors and assigns, in fee simple.

IF, HOWEVER, the said MORTGAGORS shall make the payments and perform the covenants herein on their part contained, this Mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said Brooklyn Building Association, Incorporated, its successors and assigns, to pay and perform as follows, that is to say: To pay the Mortgagee, its successors and assigns, weekly the sum of twenty-five cents on each of said eighteen shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said eighteen shares, and also to pay weekly the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said Brooklyn Building Association, Incorporated which are made a part hereof, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all water rent and taxes and all other public dues, charges, rents and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its Articles of Incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

AND in the event of the transfer or change of ownership of the said property hereby mortgaged, without the written consent of the said Mortgagee, its successors and assigns, the whole mortgage debt intended hereby to be secured shall become due and demandable and shall be in default and this Mortgage may be foreclosed as hereinafter provided.

AND it is agreed, that until default is made the said Mortgagors may retain possession of the mortgaged property.

AND it shall be lawful for the said Brooklyn Building Association, Incorporated its successors and assigns, or Thos. Burling Hull, its Attorney or Agent, at any time after default in any of the conditions of this Mortgage shall have continued for Four weeks, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such

other notice as by the said Mortgagee, its successors and assigns, may be deemed expedient; and in the event of sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decree of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant and agree to pay; and the said Mortgagee, its successors and assigns, or Thos. Burling Hull, their Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

Witness the hands and seals of the said Mortgagors.

Test:

E. W. Stoll

James Giles (Seal)

Helen Giles (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 22nd day of June, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared James Giles and Helen E. Giles, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared F. Conrad Stoll, Agent of said Mortgagee, and made oath in due form of law that

the consideration set forth in said Mortgage, is true and bona fide as therein set forth, and that he is the agent of said Mortgagee for the purpose of making this affidavit.

As Witness my hand and Notarial Seal.

(Notarial Seal)

E. W. Stoll

Notary Public.

FOR VALUE RECEIVED, the Brooklyn Building Association, Incorporated, hereby assigns, the within mortgage, to Louis M. Strauss, Agent for Carroll H. Hynson.

AS WITNESS the corporate seal of said body corporate, and the signature of Joseph M. Stoll, its president, this 5th day of June, in the year 1940.

Witness: (Corporate Seal) Brooklyn Building Association, Incorporated,  
 Carrie Mott By Joseph M. Stoll, President & Secretary  
 Received for Record 12 day of June, 1940, at 11:25 A. M. and the same day recorded in Liber  
 W. N. W. No. 106, Fol. 163, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

FOR VALUE RECEIVED, I hereby assign the within mortgage to Robert W. Ogle for the  
 purpose of foreclosure.

Witness my hand and seal this 8th day of July, 1940.

Witness: Louis M. Strauss, (Seal)  
 Margaret V. Schmidt Agent for Carroll H. Hynson  
 Received for Record 9 day of July, 1940, at 11 o'clock A. M. and the same day recorded in  
 Liber W. N. W. No. 106, Fol. 163, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

Robert W. Ogle, Assignee  
 Vs.

No. 8044 Equity  
 In The Circuit Court For  
 Anne Arundel County.

Helen Giles and James Giles

Mortgage Statement -- Filed July 29<sup>th</sup> 1940

Mortgage Statement between Helen Giles and James Giles, deceased, Mortgagors and  
 Louis M. Strauss, Agent for Carroll Hynson, Mortgagee

Balance due under mortgage with interest to  
 date (August 6, 1940) of sale \$999.44

To: Amount of taxes due for:

1939 - \$23.66

1940 - 24.11

\$47.77

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on this 26th day of July, 1940, before me, the subscriber, a  
 Notary Public of the State and County aforesaid, personally appeared Louis M. Strauss, Agent  
 for Carroll Hynson, and made oath in due form of law that the above amount is a true and  
 bona fide amount due under the mortgage herein named.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret V. Schmidt  
 Notary Public.

Bond --Filed & Approved 2nd August, 1940. --John H. Hopkins, 3rd., Clerk.

Seaboard Surety Company Home Office: New York, N. Y.

KNOW ALL MEN BY THESE PRESENTS, That We, Robert W. Ogle, of Annapolis, Maryland as PRINCIPAL,  
 and SEABOARD SURETY COMPANY, of New York, N. Y. a Corporation of the State of New York, and  
 duly authorized to transact business in the State of Maryland, as SURETY, are held and firm-  
 ly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, current  
 money, to be paid to the said State or its certain Attorney, to which payment well and truly  
 to be made and done, we bind ourselves and each of us, our and each of our heirs, executors  
 and administrators, jointly and severally, firmly by these presents, sealed with our seals,

and dated this thirtieth day of July, Nineteen Hundred and Forty

WHEREAS, by virtue of a power of sale contained in a mortgage from Helen Giles and James Giles to Brooklyn Building Assn Inc bearing date on or about the 22nd day of June Nineteen Hundred and Twenty Five the said Robert W. Ogle as assignee thereof is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Robert W. Ogle is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Robert W. Ogle do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

(Corporate Seal)

Robert W. Ogle

SEABOARD SURETY COMPANY

By: C. Braddock Jones

Resident-assistant Vice-Pres.

By: Conrad L. Schabdack

Resident-Assistant Secretary

Marie Muller

Report of Sale -- Filed Aug. 6" 1940

To the Honorable, the Judges of said Court:

The Report of Sale of Robert W. Ogle, Assignee of The Brooklyn Building Association, Inc. and Louis M. Strauss, Agent, for Carroll Hynson, respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Robert W. Ogle, Assignee, did, pursuant to said notice, on Tuesday, August 6, 1940, at eleven o'clock A. M., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Md., the property described in said mortgage and more fully described and set forth in the attached advertisement of sale, to Charles B. Giles, at and for the sum of One Thousand One Hundred and Forty Dollars, he being then and there the highest bidder.

Robert W. Ogle, Assignee

State of Maryland, Anne Arundel County, to wit:

This is to certify, that on this Sixth day of August, 1940, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert W. Ogle, Assignee, in the above mentioned proceedings and mortgage, and made oath that the facts in the foregoing report of Sale are true, as therein set forth, and that the sale, thereby reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Margaret V. Schmidt  
Notary Public.



## ADVERTISEMENT OF SALE

Mortgage Sale of valuable fee simple property and improvements

Situate on and divided by the Governor Ritchie Highway between Robinson and Earleigh Heights Stations

Under and by virtue of the power and authority contained in a mortgage from James Giles and Helen Giles, his wife to the Brooklyn Building Association, Incorporated, dated the 22nd day of June, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 106 folio 160 (default having occurred thereunder) the undersigned, the assignee of said mortgage, will sell at public auction at the Court House door, at Annapolis, Maryland, on Tuesday, August 6, 1940 at 11 o'clock A. M., all that valuable improved property situate and lying in the Third Election District of Anne Arundel County more particularly described as follows: Being the remains of an original 10-acre tract of land conveyed by deed dated August 23, 1888 from Joseph Lautenbach to Anderson Giles recorded among land records aforesaid in Liber S. H. No. 33 folio 646 after conveyance of two tracts of land totalling approximately 5.46 acres: one to George A. White and wife by deed dated October 13, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 38, folio 33; and, another tract of land to the State Roads' Commission from Helen Giles and heirs by a deed recorded among the Land Records of Anne Arundel County in Liber F. A. M. 160, Folio 205, leaving thereby, as the remains of the original tract of land, a tract of land divided by the Governor Ritchie Highway, containing 4.54 acres of land, more or less, and improved by a one and one-half story, four-room, frame bungalow and small outbuilding adjoining thereto.

TERMS OF SALE: A cash deposit of \$400 will be required of the purchaser at the time of sale; the balance to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County, Maryland. Taxes and all other expenses to be adjusted to the day of sale.

Robert W. Ogle, Assignee.

ORDER NISI

Ordered, this 6th day of August, 1940, That the sale of the Property mentioned in these proceedings made and reported by Robert W. Ogle, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of September next.

The report states that the amount of sales to be \$1140.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 9, 1940.

We hereby certify, that the annexed Order Nisi - Sale- James Giles #8044 Eq. was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 7th day of September, 1940. The first insertion being made the 8th day of August, 1940.

The Capital-Gazette Press, Inc.

By H. L. Strange.

ORDERED BY THE COURT, This 10th day of Sept. 1940 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge

## Auctioneer's Certificate &amp; Purchaser's Agreement

This is to certify that I have, this Sixth day of August, 1940, made sale of the property described on the attached advertisement to Charles B. Giles, at and for the sum of 1140.00 Dollars, he being then and there the highest bidder, at the Court House Door at Annapolis, Maryland, on Tuesday, August 6, 1940, at eleven o'clock A. M.

W. B. Elliott, Auctioneer.

This is to certify that I have purchased the property described on the attached advertisement, from Robert W. Ogle, Assignee, at and for the sum of 1140.00 Dollars.

Charles B. Giles, Purchaser.

Auditor's Report and Account -- Filed August 13<sup>th</sup> 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Robert W. Ogle, Assignee, vs. Helen Giles and James Giles in ac. with Robert W. Ogle, Assignee.

|                             |              |       |
|-----------------------------|--------------|-------|
| To Assignee for fee         | \$25.00      | \$    |
| To Assignee for commissions | <u>63.60</u> | 88.60 |

To Assignee for Court costs, viz:

|  |             |       |
|--|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 13.00       |       |
| Auditor                                | <u>9.00</u> | 32.00 |

To Assignee for Expenses, viz:

|  |            |       |
|--|------------|-------|
| Capital-Gazette Press - advertising sale | 16.00      |       |
| order nisi on                            |            |       |
| Capital-Gazette Press - report of sale   | 5.00       |       |
| order nisi on                            |            |       |
| Capital-Gazette Press - auditor's acct.  | 5.00       |       |
| W. B. Elliott - auctioneer               | 10.00      |       |
| Clerk of Court - recording assignment    | .75        |       |
| C. A. Remaley, Agent, -bond premium      | 10.00      |       |
| C. A. Remaley, Agent - insurance premium | 3.00       |       |
| Margaret V. Schmidt - notary fees        | 1.00       |       |
| One-half Federal revenue stamps          | .83        |       |
| One-half State revenue stamps            | <u>.60</u> | 52.18 |

To Assignee for Taxes, viz:

|   |              |       |
|---|--------------|-------|
| 1939 State and County taxes               | 23.66        |       |
| 1940 State and County taxes (\$24.11-adj) | <u>14.47</u> | 38.13 |

To Carroll Hynson, mortgagee - this bal-

ance on account mortgage claim

|                   |
|-------------------|
| 929.09            |
| <u>\$1,140.00</u> |

To Amount brought forward \$1,140.00

Amount of mortgage claim filed \$999.44

Cr. Amount allowed as above 929.09

Balance subject to decree in 70.35

Cr. Aug. 6, 1940 Proceeds of Sale \$1,140.00

ORDER NISI

Ordered, This 13th day of August, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 13th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 5, 1941.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity 8044 Helen Giles was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of September, 1941, The first insertion being made the 14th day of August, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Ordered By The Court, this 3rd day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,  
Judge.

|  |   |                          |
|--|---|--------------------------|
| William J. Tickner, George B. Woelfel and    | : | No. 8099 Equity          |
| William T. Watts, Admrs. of the est. of      | : | In The Circuit Court For |
| Margaret F. Ray, deceased,                   | : | Anne Arundel County.     |
| vs.  | : |                          |
| Wm. T. Watts, single, Annie Rowles & Harry   | : |                          |
| Rowles, her husband, Maranda Owens & Elmer   | : |                          |
| Owens, her husband, Roland Ray & Bessie Ray, | : |                          |
| his wife, Augusta Gable & Chas. Gable,       | : |                          |
| her husband.                                 | : |                          |

Mr. Clerk:

Please docket this suit, file this bill of complaint and issue summon for the Defendants.

George B. Woelfel,  
Solicitor for Complainants.

Bill of Complaint -- Filed Oct. 31st., 1940.

To the Honorable, the Judge of said Court:

Your Orators, who sue as well for themselves as for all other creditors of Margaret F. Ray, late of Anne Arundel County, deceased, who will come in and contribute to the expense of this suit, humbly complaining say:

1. That on or about the 26th day of April, in the year 1940, Margaret F. Ray died intestate leaving surviving her as her only heirs at law William T. Watts, single, a son, Annie Rowles, a daughter, who intermarried Harry Rowles, Maranda Owens, another daughter, who intermarried Elmer Owens, Roland Ray, a son, who married Bessie Ray, and another daughter Augusta Gable who intermarried Charles Gable, all being defendants in this suit and upon whom the title to her real estate hereinafter described devolved by operation of law.

2. That on or about the 28th day of May, in the year 1940, William T. Watts and George B. Woelfel were duly appointed administrators of the aforesaid decedent Margaret F. Ray as will more fully appear by a certified copy of the letters of administration filed herewith and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein at length.

3. That the decedent left no personal property with which to pay the debts but the said decedent died seized and possessed of the following parcel of real estate lying, being and situate in Anne Arundel County containing 110 acres of land which was granted and conveyed to her by Oregon R. Benson by deed dated the 17th day of December, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 28, folio 213, her said estate as conveyed in the aforesaid deed being subject to the life estate of William F. Gaylor and Samuel L. Gaylor as will more fully appear by reference to a certified copy of the aforesaid deed filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated herein, that both William F. Gaylor and Samuel L. Gaylor have died the remainder thereby having become vested in the said Margaret F. Ray.

4. That on the 16th day of May, in the year 1925, Margaret F. Ray, widow of John Wesley Ray, did grant and convey unto James E. Newell 68 acres out of the aforesaid tract

of land, said deed being recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 109, folio 29, a certified copy of the said deed being filed herewith and is prayed to be taken as part and parcel hereof and is marked Plaintiffs' Exhibit No. 3.

5. That after the aforesaid sale of real estate the decedent's real property originally 110 acres was diminished by 68 acres thereby leaving 42 acres, more or less, which the decedent died seized and possessed of clear of any mortgages thereon.

6. That William J. Tickner, one of the plaintiffs, buried the said Margaret F. Ray and his funeral bill amounted to \$314.25 a statement of the said bill rendered being filed herewith and is prayed to be taken as part and parcel hereof and is marked Plaintiffs' Exhibit No. 4.

7. The said undertaker's bill for which under statute the plaintiff is entitled to maintain a creditor's bill is now due and unpaid and that the other plaintiffs, the two administrators, further allege that other liens have been filed and duly passed in the Orphans' Court for which no assets have come into their hands where-with to pay the same unless the said real estate be subjected to sale for the payment of the debts of the creditors.

Wherefore, your Orators pray:

1. That the said real estate of the said Margaret F. Ray deceased or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied.

2. That your Orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators the writ of subpoena directed to the said William T. Watts, single, who is residing at Hanover, an adult, Annie Rowles and Harry Rowles, her husband, both adults, residing at Jessups, Maranda Owens and Elmer Owens, her husband, both adults, residing at Hanover, Roland Ray and Bessie Ray, his wife, both adults, residing at Hanover, Augusta Gable and Charles Gable, her husband, both adults, residing at Ferndale, all of Anne Arundel County, Maryland, residing them and each of them, to be and appear in this Honorable Court on some day certain to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Complainants.

Plns' Exh. # 1. -- Filed Oct. 31st. 1940.

The State of Maryland Anne Arundel County, Sc:

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal Estate of Margaret F. Ray deceased, was on the 28 day of May in the year of our Lord one thousand nine hundred and forty, granted and committed unto William T. Watts and George B. Woelfel who were then and there appointed Administrators of the said deceased, and that the above letters are now in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my office, this 28 day of May in the year of our Lord nineteen hundred and forty.

(Court Seal)

R. Glenn Prout

Register of Wills for Anne Arundel County.

Wm. J. Tickner, et al

No. 8099 Equity

vs.

In The Circuit Court For

Wm. T. Watts, et al

Anne Arundel County.

Plns'. Exh. #2 --Filed Oct. 31st., 1940

This Deed made this 17 day of December 1902 by and between Oregon R. Benson (widower) of Baltimore County in the State of Maryland, party of the first part, and William T. Gaylor party of the second part, Samuel S. Gaylor party of the third part, and Margaret F. Ray, wife of John Wesley Ray, party of the fourth part, all of Anne Arundel County in the State of Maryland.

Witnesseth, that in consideration of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Oregon R. Benson doth grant and convey unto the said William T. Gaylor for and during the term of his natural life only, all those three parcels of land which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this Deed, were conveyed by said William T. Gaylor unto the said Oregon R. Benson being the same properties which were acquired by the said William T. Gaylor by the three following deeds, the first thereof from David Knox and wife dated December 5, 1872 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 7, folio 243 &c., containing eighty six acres of land more or less; the second thereof, from Michael Bannon, Trustee, dated April 11, 1888, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 32 folio 450, &c., containing ninety one acres of land more or less; and the third thereof from Henry C. Bell and wife; dated February 1st, 1879, and recorded among said Land Records in Liber S. H. No. 13 folio 533 &c., containing one hundred and ten acres, of land, more or less and at the death of the said William T. Gaylor remainder unto the said Samuel T. Gaylor his heirs and assigns in fee simple, as to those two parcels of land which were conveyed unto the said William T. Gaylor by Deed from David Knox and wife dated December 5, 1872 and recorded among said Land Records in Liber S. H. No. 7 folio 243, &c., and Deed from Michael Bannon, Trustee, dated April 11, 1888, and recorded among the Land Records of said County in Liber S. H. No. 32 folio 450, &c., the property referred to in this deed last named from Michael Bannon, Trustee is hereby charged with the payment of nine hundred dollars in cash within thirty days after the death of William T. Gaylor by the said Samuel S. Gaylor his heirs or assigns, unto Estella Virginia Phelps the wife of Walter Phelps her personal representatives or assigne, and this charge shall have priority over all other claims upon the title of the said Samuel S. Gaylor in said tract of land, and at the death of said William T. Gaylor, remainder unto Margaret F. Ray, her heirs and assigns in fee simple, as to all that lot or parcel of land described in the deed aforesaid from Henry C. Bell to the said William T. Gaylor, dated February 1st, 1879 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 13 folio 533 &c.

Together with the buildings and improvements thereon and the rights, and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the said lands and premises above described and mentioned and hereby intended to be conveyed together with the rights, appurtenances and advantages aforesaid unto and to the proper use and benefit of the said William T. Gaylor for and during the

term of his natural life only, with remainder unto the said Samuel S. Gaylor, his heirs and assigns, in fee simple as to the lots hereinbefore conveyed to him subject to the charge aforesaid, and unto the said Margaret F. Ray her heirs and assigns, in fee simple, as to the lot hereinabove conveyed to her.

And the said grantor covenants that he will warrant specially the property hereby granted and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said grantor.

Test: Harry S. Price

Oregon R. Benson (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 17 day of December 1902 before the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Oregon R. Benson the grantor herein named and acknowledged the foregoing Deed to be his act.

Witness my hand and Notarial Seal.

(Notarial Seal) Harry S. Price,  
Notary Public.

Recorded 23 December 1902

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G. W. No. 28, folio 213, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 29th day of October, A. D. 1940.

(Circuit Court Seal) John H. Hopkins, 3rd., Clerk.

Wm. J. Tickner, et al

vs.

Wm. T. Watts, et al

No. 8099 Equity

In The Circuit Court For  
Anne Arundel County.

Plns'. Exh. #3. --Filed Oct. 31st., 1940

(\$6.00 Rev. Stamps) This Deed made this 16th day of May in the year nineteen hundred and twenty five by Margaret F. Ray, widow, of Anne Arundel County and the State of Maryland,

Witnesseth, that in consideration of five dollars and other good and valuable considerations the receipt of which is hereby acknowledged, the said Margaret F. Ray does grant and convey unto James E. Newell his heirs and assigns.

All that lot of ground situate in Anne Arundel County that is described as follows:

Beginning for the same at the end of eleven perches on the second line of the whole tract said point of beginning being the Southeasternmost corner of the two acre lot of ground reserved by the herein named grantor thence running East ninety one perches to a stone north twelve and one-quarter degrees west fifty one and one half perches to a stone north seventy seven and three quarter degrees east seventy and one half perches to a stone north twelve and one half degrees west eighty and one fifth perches to a stone north eighty and one half degrees west one hundred and forty nine perches to the center of the ridge road thence in the center as now run south thirty five and one half degrees west twenty three perches south six-degrees west four and six  
ty/tenth perches south eighty six degrees west ten perches south forty five degrees west five

and one half perches south fourteen and one half degrees west six perches south two degrees east twenty four perches south four degrees west twenty seven perches thence leaving road south eighty five and one half degrees east one perch to a stone still south eighty five and one half degrees east twenty four and one half perches to a stone and south two and one half degrees east twelve and three quarter perches to the beginning, containing sixty eight acres of land.

Being all that portion of the home farm of Margaret F. Ray lying to the Eastward of the Ridge Road save and excepting two acres reserved by the grantor and being a part of the land which was conveyed by Oregon R. Benson to William T. Gaylor for the term of his natural life with the remainder to Margaret F. Ray by deed bearing date December 17, 1902, and is recorded among the Land Records of Anne Arundel County in Liber G. W. No. 28 folio 213 and etc., the said William T. Gaylor being now deceased, and being also a part of the land described in a deed from Henry C. Bell and wife to William T. Gaylor bearing date February 1st 1879, and is recorded among the Land Records of Anne Arundel County in Liber S. H. No. 13, folio 533 and etc.,

Together with the buildings and improvements thereupon erected made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

To Have and To Hold the said lot of ground and premises above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James E. Newell his heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

Test: Anna L. Pumphrey

Margaret F. Ray (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 16 day of May in the year nineteen hundred and twenty five before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Margaret F. Ray and acknowledged the foregoing Deed to be her act.

As witness my hand and notarial seal.

(Notarial Seal) Anna L. Pumphrey  
Notary Public

Recorded 19th May 1925, 9 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 109 folio 29, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 29th day of October, A.D. 1940.  
(Court Seal) John H. Hopkins, 3rd., Clerk.



William J. Tickner, et al

vs.

William T. Watts, et al

No. 8099 Equity

In the Circuit Court For

Anne Arundel County.

Answer of all defendants -- Filed Nov. 6" 1940.

To the Honorable, the Judge of said Court:

The answer of William T. Watts, single, Annie Rowles and Harry Rowles, her husband, Maranda Owens and Elmer Owens, her husband, Roland Ray and Bessie Ray, his wife, Augusta Gable and Charles Gable, her husband, respectfully shows:

1. That these Defendants admit the allegations contained in the Bill of Complaint and do hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate of Margaret F. Ray, deceased, and to apply the proceeds thereof to her creditors and the surplus, if any, after the payment of her just debts to be divided among them.

William T. Watts

Annie Rowles

Harry Rowles

Miranda Owens

Elmer Owens

Roland Ray

Bessie Ray

Augusta Gable

Charles Gable

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 4th day of November, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William T. Watts, Annie Rowles and Harry Rowles, her husband, Maranda Owens and Elmer Owens, her husband, Roland Ray and Bessie Ray, his wife, and Augusta Gable and Charles Gables, her husband, and each acknowledged the foregoing answer to be their act.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff

Notary Public.

Petition to take testimony and order of court thereon --Filed Nov. 6" 1940

To the Honorable, the Judge of said Court:

The petition of William J. Tickner respectfully shows:

1. That heretofore, to wit: On the \_\_\_ day of October, in the year 1940, the Plaintiffs filed their bill of complaint in this Honorable Court and all of the Defendants have been summoned and have filed their answer consenting to the sale of the said real estate.

Wherefore, your Petitioner, prays:

1. That leave may be granted to the parties to this suit to take their testimony before any one of the standing examiners of this Court.

And as in duty bound, etc.

George B. Woelfel,  
Solicitor for Plaintiffs

ORDER OF COURT

Upon the foregoing petition, it is this 8th day of November, in the year 1940, by the Circuit Court for Anne Arundel County, Ordered that leave be and the same is hereby granted to the parties to this suit to take their testimony before any one of the standing examiners of this Court.

Ridgely P. Melvin, Judge.

William J. Tichner, et al

vs.

William T. Watts, et al.

No. 8099 Equity

In The Circuit Court For

Anne Arundel County.

Testimony on behalf of the Plaintiff. --Filed Nov. 25" 1940.

Testimony on behalf of the Plaintiffs. November 3rd, 1940.

Present:- Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

George B. Woelfel, ----- 2 to 3

Fredk. Schoen, ----- 4

George B. Woelfel, being first duly sworn, says:-

My name is George B. Woelfel, I live at 38 Murray ave., Annapolis, Md., am an Attorney by profession.

I know that Margaret F. Ray died intestate on the 26th day of April, 1940 and left surviving her as her only heirs at law,-

William T. Watts, a son who is unmarried.

Annie Rowles who intermarried with one Harry Rowles.

Maranda Owens, who intermarried with Elmer Owens,

Roland Ray, a son who intermarried with one Bessie Ray,

Augusta Gable, a daughter, who intermarried with Charles Gable.

All of the above heirs are of legal age, and all have been made parties defendants in this suit, and they are the ones upon whom the title to the real estate from Margaret F. Ray devolves by operation of law, and are the only heirs at law of Margaret F. Ray.

That on the 28th day of May, 1940 William T. Watts and myself were duly appointed Administrators of the aforesaid decedent, Margaret F. Ray, and I hand you a certified copy of our Letters of Administration which is filed with the Bill as Exhibit No. 1, now filed as Examiners Exhibit A.

As such Administrator I could find no personal property which the deceased left with which to pay her bills, a number of which have been filed in the Orphans Court for Anne Arundel County, and remain unpaid, and one of which, that of William J. Tickner and Son for funeral expenses amounting to \$314.25 has been filed as Plaintiff's Exhibit No. 4 with the Bill, now filed as Examiner's Exhibit B. There is no prospect of paying any of the Creditors unless the real estate owned by the late Margaret F. Ray is sold and the proceeds thereof paid to the creditors, and the remainder, if any, paid to the heirs at law.

On the 17th day of December, 1902 Oregon R. Benson conveyed to the decedent 110 acres of land, subject to the life estate of William F. Gaylor and Samuel L. Gaylor, situate in Anne Arundel County, Maryland, as is shown by a certified copy of the deed dated December 17th 1902 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 28, folio 213 which certified copy of deed was filed with the original Bill as Plaintiffs' Exhibit No. 2 and now filed as Examiner's Exhibit C.

William F. Gaynor and Samuel L. Gaynor both have died a number of years ago and the remainder thereupon became vested in Margaret F. Ray to be held by her in fee simple.

That by deed dated the 16th day of May in the year 1925 Margaret F. Ray, as widow, conveyed to James E. Newell, his heirs and assigns, 68 acres out of the aforesaid tract, being that portion lying to the East of the old Ridge Road, and saving and excepting two acres, certified copy of the said deed as is recorded in Land Records of Anne Arundel County in Liber W. N. W. No. 109, folio 29, which was filed with the original Bill as Plaintiffs' Exhibit No. 3, now filed as Examiner's Exhibit D, so that at the time of the death of the said Margaret F. Ray she had but 42 acres left out of the original 110 acre tract.

I have also been upon the land and have found the same to have the following improvements, a stable and a two room house, and a one room out building which heretofore appears to have been used for a meat house. The house is in very poor condition and, in my opinion, does not enhance the value of the land to any degree, and the same may be said of the stable and outbuilding. There is about one acre of land which fronts on the State Road leading from Jessup to Harmans, and the balance, in my judgment, is on the South side of the old Ridge Road. I think the property is worth approximately \$800 to \$1,000.

It may be well to note in my testimony, in passing, that all of the heirs have signed an Answer consenting to the sale for the purpose of paying off the debts, and it is conceded that the property will not bring a sufficient amount to pay off all the indebtedness, hence it was necessary to file a Creditors' Bill in order to perfect title to real estate and make a pro-rata distribution between the undertaker and judgment creditors, doctor and nurse's and other claimants.

George B. Woelfel.

Fred Schoen, a witness of lawful age, being first duly sworn, deposes and says:-  
(Woelfel)

1. State your name, residence and occupation?  
A. Fred Schoen, Annapolis, Md., Dealer in Real Estate.
2. How long have you been a Real Estate Broker?  
A. I should say 20 to 25 years.
3. Are you familiar with values of real estate in Anne Arundel County?  
A. I should say Yes, by being around so much.
4. Do you know the real estate of Margaret F. Ray?  
A. Yes, there is 40 acres located in the 4th Election District of Anne Arundel County, Md. on the North side of Ridge Road,
5. How many acres in her property altogether?  
A. Supposed to be 40 acres.
6. How much of it fronts on the State Road? The road leading from Jessup to Harmon?

A. Just about an acre fronts on the State Road the rest of it fronts on the old Ridge Road.

7. Are there any improvements on this land?

A. There is an old house containing about two rooms, an old stable which, in my judgment, is not even assessed, because they are in very bad condition and have little or no intrinsic value.

8. How much do you think this real estate of Margaret F. Ray is worth?

A. Worth about \$750 as a whole, part of it is clear land and part is woodland.

To the general question under the rule the witness says:-

A. No.

Fred Schoen

There being no other witnesses to be examined on behalf of the Plaintiffs and no further testimony desired on their behalf, this testimony is now closed, and at request of Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this 25th day of November, 1940.

Jno. S. Strahorn, (Seal)

Examiner.

William J. Tickner, et al

vs.

William T. Watts, et al

No. 8099 Equity

In The Circuit Court For

Anne Arundel County.

Submission for a final decree -- Filed Dec. 14" 1940.

We, the undersigned, do hereby submit this cause for a final determination of the Court upon the Plaintiff's bill, answer and testimony of the Plaintiff.

William T. Watts

Annie E. Rowles

Harry Rowles

Roland R. Ray

Bessie Ray

Miranda Owens

Elmer Owens

Augusta Gable

Charles V. Gable

George B. Woelfel

Solicitor for Plaintiffs.

Decree of Court Dec. 16, 1940 -- Filed Dec. 16" 1940

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court:

It is thereupon this 16th day of December, in the year 1940, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the real estate of the said Margaret F. Ray, deceased, in these proceedings mentioned or so much thereof as may be necessary for the payment of her debts, be sold;

And it is further ADJUDGED, ORDERED and DECREED that George B. Woelfel be, and he is hereby appointed trustee to make said sale of the aforesaid real estate and that his course and manner of proceeding shall be as follows; he shall first file with the clerk of this

Court a bond to the State of Maryland executed by himself, and a surety or sureties, to be approved by this Court in the penalty of One thousand Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner and which said terms of sale terms of sale/shall be a deposit of Two Hundred Dollars in cash, the balance to be paid upon the ratification of sale, or all cash at the option of the purchaser, the deferred payment to be secured to the satisfaction of the said trustee and to bear interest at the rate of six per cent, and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the said sale, and on the payment of the whole purchase money and not before, the said trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers thereof, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharge from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them, and the said trustee shall bring into this court the money arising from the said sale, to be distributed under the direction of this court, after deducting the costs of this suit and such commissions to the said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin, Judge.

William J. Tickner, et al

No. 8099 Equity

vs.

In The Circuit Court For

William T. Watts, et al

Anne Arundel County.

Bond -- Filed & Approved this 27th day of Dec., 1940. John H. Hopkins, 3rd., Clerk.

INDEMNITY EAGLE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, George B. Woelfel as Principal, and Eagle Indemnity Company, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand (\$1,000) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th day of December, Nineteen Hundred and forty.

Whereas, by virtue of a decree of the Circuit Court for Anne Arundel County dated the 16th day of December 1940 and passed in a cause therein depending wherein William J. Tickner et al. were plaintiff and William T. Watts et al. were defendants, the said George B. Woelfel was duly appointed Trustee to sell the real estate therein described, and is now about to exercise said power.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel shall well and truly perform the Trust reposed in him by aforesaid decree or by any future decree or order in the premises, then the above obligation to be void and of no effect

otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Hoff

(Corporate Seal)

George B. Woelfel (Seal)

Eagle Indemnity Company

By: Benjamin Michaelson

Attorney-in-fact.

William J. Tickner, et al

No. 8099 Equity

vs.

In The Circuit Court For

William T. Watts, et al

Anne Arundel County.

Report of Sale -- Filed Feby. 4" 1941

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 16th day of December, 1940, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Annapolis News, a newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the said City, on the 4th day of February, 1941, at 10 o'clock A. M., and then and there proceeded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, situate in the Fourth Election District of Anne Arundel County at Harmons, near Camp Meade, and more particularly described in a deed to Margaret F. Ray from Oregon R. Benson dated December 17th, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 28, folio 213, containing 110 acres, more or less, saving and excepting therefrom 68 acres of land heretofore conveyed by Margaret F. Ray and husband to James E. Newell by deed dated the 16th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 109, folio 29, thereby leaving approximately 42 acres of land, more or less.

And your said Trustee sold the above described property to William T. Watts at and for the sum of Twelve hundred (\$1200) Dollars, he being at that figure the highest bidder therefor, the terms of said sale being two hundred dollars in cash and the balance upon ratification of the sale.

— Respectfully submitted,

George B. Woelfel, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 4th day of February, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff

Notary Public.

#### Advertisement of Sale

\_\_\_\_\_ Containing 42 Acres of Land, more or less, In The 4th Election District of Anne Arundel County at Harmons, near Camp Meade

This property is improved by a house and outbuildings which are not in the best of condition but has a State Road leading from Camp Meade to Hanover running through the premises.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated December 16th, 1940, and passed in a cause therein pending wherein William J. Tickner, et al, were plaintiffs, and William T. Watts, et al., were defendants, the below named trustee was duly appointed to make sale of the real estate in the said proceedings mentioned and will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on Tuesday, February 4, 1941 at 10 o'clock A. M.

All that lot or parcel of ground which was granted and conveyed to Margaret F. Ray by Oregon R. Benson by deed dated December 17th, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 28, folio 213, containing 110 acres, more or less, saving and excepting therefrom 68 acres of land heretofore conveyed by Margaret F. Ray and husband to James E. Newell by deed dated the 16th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 109, folio 29, thereby leaving approximately 42 acres of land, more or less.

Improvements: This property is improved by a house and outbuildings which are not in the best of repairs.

Terms of Sale: A deposit of \$200 will be required of the purchaser to be paid in cash upon the day of sale, balance to be paid upon the ratification of said sale or all cash at the option of the purchaser, Deferred payments to bear interest at the rate of 6 per cent.

For further particulars apply

George B. Woelfel, Trustee

13 School Street, Annapolis, Maryland

Office of THE ANNAPOLIS NEWS Annapolis, Md.

This is to Certify That the annexed advertisement of \_\_\_\_\_ was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the \_\_\_\_\_ that is to say, the same was inserted in the issues of 1/10/41 1/17/41 1/24/41 1/31/41

The Annapolis News

R. M. Terhune

Business Manager

#### Auctioneer's Certificate & Purchaser's Agreement

I, William E. Elliott, auctioneer do hereby certify that I have sold the property herein described to William T. Watts at and for the sum of Twelve hundred (\$1200) Dollars on account of which said sum Two hundred (\$200) Dollars has been paid in cash and the balance to be paid in thirty (30) days.

Witness my hand and seal placed hereon this 3rd day of Feb. 1941

George B. Woelfel

William B. Elliott (Seal)

Witness

Auctioneer.

I, William T. Watts do hereby certify that I have purchased the within described property from George B. Woelfel, Trustee at and for the sum of Twelve hundred (\$1200) Dollars and I agree to comply with the terms of sale

Witness my hand and seal placed hereon this 3rd day of February 1941

Witness

William T. Watts (Seal)

George B. Woelfel

ORDER NISI

Ordered, this 4th., day of February, 1941, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of March next.

The report states that the amount of sales to be \$1200.00

John H. Hopkins, 3rd., Clerk.

Office of THE ANNAPOLIS NEWS, Annapolis, Md.

This is to Certify That the annexed advertisement of \_\_\_\_\_ was inserted in The Annapolis News, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of March 1941 \_\_\_\_ that is to say, the same was inserted in the issues of February 7, 14, 21, 28 and March 7, 1941.

The Annapolis News.

R. M. Terhune

Business Manager

Ordered By The Court, This 5th day of June, 1941 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

William J. Tickner, et al

No. 8099 Equity

vs.

In The Circuit Court For

William T. Watts, et al

Anne Arundel County.

Auditor's Report and Account -- Filed Oct. 7th., 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling

Auditor.



Dr. William J. Tickner, et al, vs. William T. Watts, et al. in ac. with George B.

Woelfel, Trustee

|                                       |               |        |
|---------------------------------------|---------------|--------|
| To Trustee for commissions            | \$ 67.15      | \$     |
| To Trustee for fee as per Court Order | <u>100.00</u> | 167.15 |

To Trustee for Court costs, viz:

|  |              |       |
|--|--------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00        |       |
| Clerk of Court - costs                 | 23.80        |       |
| Russell C. Turner - sheriff's costs    | 8.55         |       |
| Auditor                                | <u>13.50</u> | 55.85 |

To Trustee for Expenses, viz:

|  |             |       |
|--|-------------|-------|
| Capital-Gazette Press - advertising sale | 8.00        |       |
| Annapolis News Co. - advertising sale    | 32.00       |       |
| Order Nisi on                            |             |       |
| Annapolis News Co. - report of sale      | 5.00        |       |
| Order Nisi on                            |             |       |
| Annapolis News Co. - auditor's acct.     | 5.00        |       |
| Eagle Indemnity Co. - bond premium       | 10.00       |       |
| John S. Strahorn - examiner              | 8.00        |       |
| Juliet D. Strahorn - stenographer        | 3.50        |       |
| Clerk of Court - certified copies        | 3.50        |       |
| William Elliott - auctioneer             | 10.00       |       |
| Fred Schoen - appraiser's fee            | 10.00       |       |
| Mary M. Hoff - notary fees               | <u>1.50</u> | 96.50 |

To Trustee for Funeral Expenses, viz:

|   |  |        |
|---|--|--------|
| Wm. J. Tickner & Sons - statutory allowance on account claim filed (\$314.25) |  | 300.00 |
|---|--|--------|

To Trustee for Costs & Expenses, viz:

|   |             |       |
|---|-------------|-------|
| Register of Wills - court costs                                     | 36.65       |       |
| Notice to creditors   | 5.00        |       |
| Clerk of Court - costs advances in #140 Trials, April Term 1940     | 26.75       |       |
| Clerk of Court - costs advanced in #42 Appearances, July Term, 1940 | <u>3.25</u> | 71.65 |

To Trustee for Taxes, viz:

|                             |             |       |
|-----------------------------|-------------|-------|
| 1939 State and County taxes | 29.29       |       |
| 1940 " " " "                | 25.36       |       |
| 1941 " " " " (\$24.41-adj)  | <u>3.49</u> | 58.14 |

To Trustee for Preferred claims filed

|                                      |              |        |
|--------------------------------------|--------------|--------|
| in Orphans Court:                    |              |        |
| Dr. Frank E. Shipley - account filed | 22.00        |        |
| Gertrude R. Schmaltz - " "           | 50.00        |        |
| Wm. Watts - " "                      | <u>57.40</u> | 129.40 |

To Amount brought forward

\$878.69

Net balance for distribution pro rata

among judgment creditors \$354.11

Distribution at the rate of .16861%, as follows:

To Harry Klasmeier and Frank Klasmier,  
trading as Klasmier Bros.

Debt \$483.73

Int. from

10/27/25 464.38

Costs 17.55

Total \$965.66 162.82

To Augusta E. Ray Gable - preferred

claimant with judgment creditors,

as per Order of 4/25/41 \$1,134.49 191.29 354.11

\$2,100.15 \$1,232.80

Cr. Feb. 4, 1941 Proceeds of Sale

\$1,200.00

Interest on deferred payment

32.80

\$1,232.80

ORDER NISI

Ordered, This 7th day of October, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 8th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Office of The Annapolis News, Annapolis, Md.

This is to Certify That the annexed advertisement of Order Nisi on report of sale was inserted in The Annapolis News, a weekly newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of Nov. that is to say, the same was inserted in the issues of Oct. 9th-16th-23rd.

The Annapolis News,  
R. M. Terhune  
Business Manager.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of November, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

J. E. Jones and Lila V. Jones, his wife, :  
 C. I. Jones and Mary Kempton Jones, his wife, :  
 William Stanley Jones and Leila T. Jones, his :  
 wife, Carrie J. Suitt and T. Newman Suitt, her :  
 husband, Corinne J. Cook and Carlisle F. Cook, :  
 her husband, Edythe J. French, Widow, :  
 Edith M. Jones, Widow, Mary Gene French, :  
 Warren Lawrence, Guardian of Lucy Lawrence, :  
 infant, Warren Lawrence, individually. :  
 vs. :  
 Warren Lawrence, Guardian of Lucy Lawrence, :  
 infant and Lucy Lawrence, infant :

No. 8147 Equity  
 In The Circuit Court For  
 Anne Arundel County

Mr. Clerk:

Please file and etc.

Eugene P. Childs, Sol. for Plaintiffs

Bill of Complaint -- Filed Feby 26" 1941

To the Honorable, the Judges of said Court.

The Bill of Complaint of the Plaintiffs herein respectfully states.

1st: That William E. Jones, late deceased of Anne Arundel County was during his life time and at the time of his death seized and possessed of two tracts of land situated in the First Election District of Anne Arundel County, one of which tracts contains seventy-six and one half ( $76\frac{1}{2}$ ) acres of land, more or less, and was conveyed to the said William E. Jones in fee simple by deed from Priscilla J. Snyder dated the 20th day of July in the year 1922 and recorded in Liber W. N. W. No. 47 folio 324 one of the land records of Anne Arundel County. The other tract being a one-half interest in a tract of land containing two hundred and forty-nine (249) acres of land, more or less, conveyed unto William E. Jones and Walter Snyder by deed from The County Commissioners of Anne Arundel County dated the 13th day of February in the year 1900 and recorded in G. W. No. 16 folio 395, saving and excepting ten (10) acres of land, more or less, sold to Charles St. Clair Wayson and wife by deed dated the 27th day of February in the year 1914 and recorded in G. W. No. 100 folio 323, certified copies of which deeds are herewith filed and marked Exhibits A., B. and C.

2nd: That the said William E. Jones departed this life on the 2nd day of May in the year 1939, leaving a last Will and Testament duly executed to pass the title to real estate and admitted to probate and recorded among the Will Records of Anne Arundel County in Liber W. M. H. No. 1 folio 433, wherein he devised all of his property, after the payment of his debts, unto his widow, Edith M. Jones for life, and directed that after the death of the said Edith M. Jones, his property should be sold and the proceeds derived from said sale should be divided as follows:

"I give and bequeath to my wife Edyth May Jones all of my real and personal property (after all of my debts are paid) as long as she may live.

At her death the property to be sold and distributed as follows, to my son C. Irvin Jones one thousand dollars (\$1,000.00) in return for money spent on the home. To my grandson William

Suitt twenty-five dollars (\$25.00), to my grand-daughter Mary Gene French who has lived with us from infancy is to get a share the same as my children. The balance of my estate to be divided equally among my children, including my grand-daughter Mary Gene French share and share alike."

3rd: That the said William E. Jones left surviving him as his only heirs at law, his widow, Edith M. Jones, and the following named children:

1. J. Edward Jones, whose wife's name is Lila V. Jones.
2. C. Irving Jones, whose wife's name is Mary Kempton Jones.
3. William Stanley Jones, whose wife's name is Leila T. Jones.
4. Edith J. French, widow.
5. Carrie J. Suitt, whose husband's name is T. Newman Suitt.
6. Corinne J. Cook, whose husband's name is Carlisle F. Cook.
7. Lucy Lawrence, the infant child of Lucy Lawrence, (nee Jones) a daughter of the late William E. Jones, who departed this life prior to the death of her father and who left surviving her, her husband, Warren Lawrence and the above named infant child.

4th: That in view of the fact that the property is unproductive by reason of the difficulty in having it properly cultivated, all of the parties hereto have agreed to accelerate the distribution of said estate by having the same sold and the money arising therefrom distributed under the supervision and control of this Court.

5th: That the said William E. Jones, by his last Will and Testament filed herein directed that his property be sold but did not expressly confer the power of sale on the Executors named therein, and in order to expediate said sale your petitioners believe that a Trustee should be appointed for that purpose.

6th: That your petitioners believe it would be to the best advantage of all parties concerned, both plaintiffs and defendants that said properties be sold at the present time, in view of the fact that the properties are decreasing in value because of the absence of any of the interested parties to look after the preservation and upkeep, and the income from said properties is insufficient to pay the expenses and to take care of the necessary repairs, and unless sold the parties hereto will suffer irreparable injury and loss.

To the end therefore,

Your petitioners pray the Court,

- (1) To assume jurisdiction of this case.
- (2) To appoint a Trustee to make sale of said property.
- (3) And for such other and further relief as their case may require.

May it please your Honor to grant unto your Orators the writ of subpoena directed to the defendants named herein commanding them to be and appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such decree or decrees as may be passed therein.

Respectfully submitted.

J. E. Jones

Lila V. Jones

C. I. Jones

Mary Kempton Jones

Eugene P. Childs  
Solicitor for Petitioners or Plaintiffs.

William Stanley Jones  
Leila T. Jones  
Carrie J. Suitt  
T. Newman Suitt  
Corinne J. Cook  
Carlisle F. Cook  
Edythe J. French  
Edith M. Jones  
Mary Gene French  
Warren Lawrence, Guardian of  
Lucy Lawrence  
Warren Lawrence

J. E. Jones and wife and others

vs.

Warren Lawrence, Guardian, etc.

No. 8147 Equity

In The Circuit Court For

Anne Arundel County.

Admission of service of summons and copy of Bill left with Warren Lawrence, Guardian of  
Lucy Lawrence, infant -- Filed February 26" 1941

To the Honorable, the Judges of said Court:

Warren Lawrence, Guardian of Lucy Lawrence hereby admits the service of summons in  
said case, and further admits that a copy of the Bill of Complaint was left with him.

Respectfully submitted.

Warren Lawrence

Guardian of Lucy Lawrence, infant.

Answer of Lucy Lawrence, infant by her Guardian, Warren Lawrence. --Filed Feby. 26" 1941.

To the Honorable, the Judges of said Court.

The Answer of Lucy Lawrence, infant, by her Guardian Warren Lawrence, to the Bill  
of Complaint of J. E. Jones and others against her in this Court exhibited, respectfully  
states.

(1) This defendant being an infant, cannot admit any of the matters and things in  
said Bill alleged, and submits her rights hereunder to the protection of the Court.

Respectfully submitted.

Warren Lawrence

Guardian for Lucy Lawrence.

Exhibit "A" -- Filed Feby. 26" 1941.

(\$3.50 Int. Rev. Stamp).

This Deed made this 20th day of July, in the year Nineteen hundred and twenty two,  
by and between Priscilla J. Snyder, of Baltimore City, State of Maryland, party of the first  
part and William Edward Jones, of Anne Arundel County, State of Maryland, party of the  
second part, Witnesseth:

Whereas Walter Snyder Sr. intermarried with one Mary R. Claggett, in September 1860,  
and at the time of said marriage, she the said Mary R. Claggett was seized and possessed of  
a one half undivided interest in the estate of her deceased father, Charles Claggett, a  
part of which interest is herein conveyed, and Whereas, the said Mary R. Snyder (nee Claggett)

departed this life intestate in 1863, seized and possessed of said property leaving surviving her her said husband, the said Walter Snyder Sr. and an infant daughter Carrie Snyder, and

Whereas, the said Carrie Snyder afterwards, in February 1881, intermarried with William Edward Jones, party of the second part, hereto, and departed this life in December of the same year, intestate and without issue, and leaving surviving her, her husband, the said William Edward Jones, and her aunt Annie C. Hardesty, as her only heirs at law, and

Whereas the Court of Appeals of Maryland, in an opinion, dated the 17th day of November, 1904, cited in Maryland Reports Volume 99, folio 693, decided that Walter Snyder Sr. was entitled to a life estate in said property by virtue of his marriage to Mary R. Claggett, and that William Edward Jones, was entitled to a life estate in said property by virtue of his marriage to Carrie Snyder, the only child of Mary R. Snyder (nee Claggett) subject, however to the intervening life estate of Walter Snyder, and that the remainder in said property after said life estate belonged to Annie C. Hardesty and

Whereas, the interest in remainder of Annie C. Hardesty was afterwards sold in Equity Cause No. 2252, unto Walter Snyder Sr. who has since departed this life, leaving a Last Will and Testament dated the 5th day of December, 1916, and duly admitted to probate in the Orphans Court for Anne Arundel County, and Recorded in O. B. D. No. 1, folio 393, book No. 37, one of the Will Record Books of Anne Arundel County, wherein by the residuary clause thereof the property in remainder herein conveyed, was devised unto Priscilla Jones Snyder, absolutely, who has agreed to sell said remainder unto William Edward Jones, the life tenant.

Now Therefore This Deed Witnesseth: that for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations thereunto moving from the party of the second part unto the party of the first part, the receipt whereof is hereby acknowledged, the said Priscilla J. Snyder does bargain and sell, and by these presents grant and convey unto the said William Edward Jones, his heirs and assigns, forever in fee simple.

All of that tract of land situate in the First Election District of Anne Arundel County, on the road leading from Davidsonville to Queen Anne, and described as follows:

Beginning for the same, it being composed of part of "Friend's Choice", and contained within the following metes and bounds courses and distances, to wit: beginning at a post set in the Home line of "Friend's Choice", and running thence and bounding on said line as follows: South 82° 15' West 88 perches to a post, thence South 7' East 73½ perches to a post, thence South 43° 15' East 46  $\frac{1}{10}$  perches to a post on the North edge of the road leading from the dwelling of the late Charles Claggett to the public Road, thence South 8° 30' West 46  $\frac{3}{10}$  perches to the end of the South 61° 30' East 70  $\frac{3}{4}$  perches course of the whole survey, thence running with and bounding on the outlines of the whole survey, as follows: South 47° 30' East 104 perches to the East line of "Friend's Choice", thence bounding on the said line North 83° East 90½ perches to the center of a large white oak tree, thence North 8° 45' West 25  $\frac{3}{10}$  perches to another bounded White oak tree, standing on the south side of a branch, thence North 31° West 50  $\frac{3}{10}$  perches to a Mulberry post, thence North 71° 55' West 91  $\frac{3}{10}$  perches to a stone on the East side and near the public road leading from Queen Anne to Davidsonville, thence North 30° 45' West 7½ perches to the place where originally a bounded Cherry Tree, thence North 3° 30' East 122  $\frac{6}{10}$  perches to the be-

ginning post containing 128 acres of land more or less.

Excepting and reserving, however, from the above described property fifty-one and one-half acres of land being that part which by the commissioners return filed in Equity Cause No. 404 old series allotted to Carrie Snyder, incumbered by the dower interest of Eliza Robinson, widow. For more complete description see Plat filed in Equity Cause No. 2252 the property herein intended to be conveyed contains or is supposed to contain seventy-six and one half acres of land, more or less.

Together with the buildings and improvements thereon erected made or being, and all the rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To Have and To Hold the above described property unto and to the proper use and benefits of the said William Edward Jones, his heirs and assigns in fee simple.

And the said Priscilla J. Snyder does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal the day and year first hereinbefore mentioned.

Attest: Elinore G. Girault

Priscilla J. Snyder (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 20th day of July, 1922, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Priscilla J. Snyder and did acknowledge the foregoing deed to be her act and deed.

As Witness my hand and seal Notarial.

(Notarial Seal)

Elinore G. Girault

Recorded July 22nd, 1922, at 11:30 A. M.

Notary Public

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 47, folio 324, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 31st day of January, A. D. 1941.

(Court Seal)

John H. Hopkins, 3rd., Clerk.

J. Edward Jones, et al

No. 8147 Equity

vs.

In The Circuit Court For

Warren Lawrence, Guardian et al.

Anne Arundel County.

Exhibit "B" -- Filed Feby. 26" 1941.

(U. S. Stamp 50cts.) THIS DEED made this 13th day of February in the year Nineteen hundred by The County Commissioners of Anne Arundel County, Witnesseth, that for and in consideration of the sum of Two Hundred and Nine dollars and twenty one cents, the receipt whereof is hereby acknowledged the said The County Commissioners of Anne Arundel County does hereby grant and convey unto William E. Jones of Anne Arundel County and State of Maryland, and Walter Snyder of the City of Baltimore and State, as tenants in common their heirs and assigns, all those two tracts or parcels of land situate in the first election district of said county,

containing in the aggregate two hundred and forty-nine acres, more or less, which are particularly described in a deed from Joseph J. Duvall to Mary A. Duvall bearing date the 7th day of May, 1880, and recorded among the land records of said County in Liber S. H. No. 16, folios 356 &c. and the same property which was conveyed to the said County Commissioners of Anne Arundel County by Elijah Williams late Treasurer of Anne Arundel County, by deed bearing date the 16th day of January, 1900 and recorded among said land records in Liber G. W. No. - folios \_\_

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above granted property unto the said William E. Jones and Walter Snyder, their heirs and assigns forever in fee simple.

And the said The County Commissioners of Anne Arundel County does hereby constitute and appoint Charles Himelheber, of said County, to be its Attorney, for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of Maryland to take such acknowledgment, to the intent that the same may be duly recorded.

As witness the Corporate Seal of the said The County Commissioners of Anne Arundel County and the signature of the President thereof, the day and year first above written.

Test:

Chas. Himelheber  
Clerk

(Corporate Seal)

John H. Hopkins

President of the Board of County

Commissioners of Anne Arundel County.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 13th day of February in the year nineteen hundred personally appeared be me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, Charles Himelheber the Attorney named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said deed to be the act of the said The County Commissioners of Anne Arundel County.

Witness my hand and seal Notarial.

(Notarial Seal) J. Clayton Brewer

Recorded 13th February 1900

Notary Public.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. No. 16, folio 395, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 31st day of January, A.D. 1941.

(Court Seal) John H. Hopkins, 3rd., Clk

J. Edward Jones, et al.

No. 8147 Equity

vs.

In The Circuit Court For

Warren Lawrence, et al.

Anne Arundel County.

Exhibit "C" -- Filed Feby. 26" 1941

In the name of God, Amen. I, W. Edward Jones of the town of Davidsonville, in the County of Ann\_ Arundel State of Maryland, being of sound mind & memory (Blessed be



Almighty God for the same) do make & publish this my last will & testament.

I give and bequeath to my wife Edyth May Jones all of my real & personal property (after all of my debts are paid) as long as she may live. At her death the property to be sold & distributed as follows, to my son C. Irvin Jones \$1000.00 One thousand dollars in return for money spent on the home.

To my grandson William Suitt (\$25.00/(1)00) Twenty five dollars.

To my granddaughter Mary Gene French who has lived with us from infancy is to get a share the same as my children.

The balance of my estate to be divided equally among my children including my granddaughter Mary Gene French share & share alike.

Any contest or court action instituted by any of the beneficiaries, heirs or assigns of this my last will & testament is contrary to my expressed desire and the intended purposes of this instrument. Such action or contest shall void the provisions of this instrument with respect to any beneficiary heir or assign instituting same & any benefits to be received therefrom.

All notes endorsed by J. Edward Jones & C. Irvin Jones shall be paid before any division shall be made.

I do nominate & appoint my sons Joseph E. Jones & Charles Irvin Jones to be executors of this my last will & testament.

Witness Charles G. Roche

Signed: William Edward Jones

Ida DeB. Roche

Anne Arundel County, Ss:

On the 5th day of May, 1939 came Joseph Edward Jones and Charles Irvin Jones and made Oath in due form of law, that they do not know of any Will or Codicil of William Edward Jones late of said County, deceased, other than the above instrument of writing, and that they found the same among the private papers of William Edward Jones in his home.

"All parties notified." Testator departed this life on the 2nd day of May, 1939.

Sworn to before the subscriber

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

By Clemence C. Burwell, Clerk.

Anne Arundel County, Ss:

On the 23rd day of May, 1939 came Charles G. Roche and Ida DeB. Roche subscribing witnesses to the foregoing last Will and Testament of William Edward Jones late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber,

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

By Clemence C. Burwell, Clerk.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of William Edward Jones, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 23rd day of May, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William Edward Jones, deceased.

Judges {Maynard Carr  
{William B. Elliott.

State of Maryland Anne Arundel County

I, R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament of William Edward Jones late of said County deceased together with proof and probate thereof taken from Wills Liber W. M. H. 1 folio 433, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court this 4th day of February in the year of our Lord, nineteen hundred and forty-one

(Court Seal)

R. Glenn Prout

Register of Wills for Anne Arundel County.

J. Edward Jones, et al

No. 8147 Equity

vs.

In The Circuit Court For

Warren Lawrence, et al

Anne Arundel County.

Exhibit "D" -- Filed Feby. 26" 1941

This Deed dated this 27th day of February, in the year nineteen hundred and fourteen, by Walter Snyder and Priscilla Snyder, his wife, and William E. Jones and Edith May Jones, his wife, parties of the first part, and Charles St. Clair Wayson, and Agnes E. Wayson, his wife, parties of the second part, all of Anne Arundel County, Maryland, Witnesseth:

That for and in consideration of the sum of One Hundred and fifty Dollars paid by the parties of the second part, to the parties of the first part, the receipt whereof is hereby acknowledged, the parties of the first part have bargained and sold and by these presents do grant and convey unto the parties of the second part, Charles St. Clair Wayson and Agnes E. Wayson, his wife, as tenants by the entirety, thereof.

All that tract of land situate in the First Election District of Anne Arundel County located in the South Eastern corner of Lot No. 2, of the lands conveyed to William E. Jones and Walter Snyder by the County Commissioners of Anne Arundel \_\_\_\_\_ by deed dated the 13th of February, in the year 1900 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 16, Folio 395, and described as follows in a survey and plat thereof made by Clarence W. Gould, surveyor, in February 1914, as follows:

Beginning for the same at a persimmon tree standing on the East side of a Private Road leading through the property and near a branch, then running along the division line between this property and land now owned by Stephen Duckett as follows: South 4 degrees, 40 minutes East 381 feet to a stake, then leaving Stephen Duckett's land and running as follows; south 73 degrees 25 minutes, West 1440 feet to a stake planted in a bottom, then

North 33 degrees 45 minutes East 185.4 feet to a white oak tree, then North 33 degrees 30 minutes East 80.5 feet; then North 21 degrees West 66.4 feet to a large Beech tree, then North 65 degrees 30 minutes East 718.5 feet, then North 52 degrees 40 minutes East 228.5 feet to a Cedar tree standing near the bank of above mentioned branch, then along said branch North 79 degrees 30 minutes, East, 396 feet to the beginning.

Containing ten acres of land more or less.

Together with the buildings and improvements thereon, and all the rights roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described property unto and to the proper use and benefit of the said Charles St. Clair Wayson, and Agnes E. Wayson, husband and wife, as tenants by the entireties thereof, their heirs and assigns forever.

And the parties of the first part do hereby covenant and agree with the parties of the second part that they will warrant and defend the title to the property hereby conveyed, to be good and marketable, and especially against any defects in the title to the said property, under the tax sale proceedings, whereby the title thereto became vested in the County Commissioners of Anne Arundel County, from whom the parties of the first part, received title to the property hereby conveyed.

Witness our hands and seals.

Test:

Juliet D. Strahorn.

Walter Snyder (Seal)

Priscilla Snyder (Seal)

W. E. Jones (Seal)

Edith May Jones (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of February, in the year Nineteen hundred and Fourteen, before me the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally \_\_\_\_ William E. Jones, and Edith May Jones, his wife, and each acknowledged the foregoing deed to be their act and deed.

Witness my hand and Notarial Seal

(Notarial Seal)

Juliet D. Strahorn

Notary Public.

State of Maryland, Anne Arundel County, to wit:

I Hereby certify, that on this 11th day of March, in the year Nineteen hundred and fourteen, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared Walter Snyder and Priscilla Snyder, his wife, and each acknowledged the foregoing deed to be their act and deed.

William E. Hurst, J.P.

Justice of the Peace

Recorded March 25, 1914.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. No. 100 folio 323, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for

Anne Arundel County, this 31st day of January, A. D. 1941.

(Court Seal)

John H. Hopkins, 3rd., Clerk.

J. E. Jones and wife and others

No. 8147 Equity

vs.

In The Circuit Court For

Warren Lawrence, guardian and others

Anne Arundel County.

Petition to appoint guardian ad litem and Order of Court thereon.

Filed Feby. 27" 1941.

To the Honorable, the Judges of said Court.

The petition of Warren Lawrence, guardian of Lucy Lawrence, infant defendant in the above case, respectfully states:

That the said Lucy Lawrence, infant defendant in the above case has been duly returned summoned, summons and copy of Bill of Complaint left with said Warren Lawrence who has admitted the same and has filed his answer as gardian in the case but the said Lucy Lawrence being an infant cannot answer and defend this suit for herself.

Your petitioner therefore prays your honor to appoint a gardian ad litem to appear and asnwer for said infant.

Respectfully submitted.

Warren Lawrence, guardian of Lucy  
Lawrence.

Ordered this 27th day of February in the year 1941 by the Circuit Court for Anne Arundel County, upon the foregoing petition that Warren Lawrence be and is hereby appointed Guardian ad litem to appear and answer for the infant Lucy Lawrence in the above case.

Ridgely P. Melvin

Answer of Guardian ad litem -- Filed Feby. 27" 1941

To the Honorable, the Judges of said Court.

The answer of Warren Lawrence, guardian ad litem duly appointed by order of this Court, to the Bill of Complaint of J. E. Jones and others against her in this Court exhibited.

This defendant being an infant cannot admit any of the matters and things in said bill alleged and submits her rights thereunder to the protection of this Court.

Respectfully submitted.

Warren Lawrence, guardian ad litem.

Petition to take testimony and Order of Court thereon. -- Filed Feby. 27" 1941

To the Honorable, the Judges of said Court.

The Petition of the Plaintiffs in the above entitled case, respectfully suggests, that this case is at issue, and they desire to take testimony to sustain the allegations of the Bill of Complaint.

Respectfully submitted.

Eugene P. Childs,  
Solicitor for Plaintiffs.

Ordered on the foregoing Petition by the Circuit Court for Anne Arundel County, this 27th day of February, in the year 1941, that leave be and is hereby granted to the parties

to this case to take testimony before one of the standing examiners of this Court.

Ridgely P. Melvin, Judge.

J. E. Jones and wife,

vs.

Warren Lawrence, et al.

No. 8147 Equity

In The Circuit Court For

Anne Arundel County.

Testimony on behalf of the Plaintiffs, March 14th, 1941.--Filed March 17th.,1941

Present:-

Mr. Eugene P. Childs, Solicitor for Plaintiff.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

Witnesses:-

Wm. Stanley Jones, ----- 2 to 5

James Murray , -----6 to 7

Mr. William Stanley Jones, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs.) 1. State your name and residence?

A. William Stanley Jones, Parole, Md.

2. Did you know Mr. William E. Jones?

A. I did, he was my father.

3. Is he living or dead?

A. He is dead.

4. Did he die testate or intestate? Did he leave a will?

A. He left a will; testate.

~~~~~ Offered in evidence and filed as Exam. Ex. No. 3

5. Will you look at that and tell us whether that is a correct copy of your father's will?

A. It is.

6. Is your mother living?

A. Yes she is.

7. How many children did your father leave surviving him ?

A. Six.

8. Will you please name them and their wives.

A. J. Edward Jones and Lila V. Jones, his wife.

C. Irving Jones and Mary Kempton Jones, his wife,

Edith J. French, divorced,

Carrie J. Suitt and T. Newman Suitt, her husband,

Corinne J. Cook and Carlisle F. Cook, her husband,

W. Stanley Jones and Leila T. Jones, his wife,

9. You had a sister who died?

A. Lucy I. Jones Lawrence my sister died leaving a husband, Warren Lawrence and a daughter,

Lucy Lawrnce.

10. How old is Lucy Lawrence?

A. About twelve years old.

11. Her mother died at the time of her birth?

A..Yes.

12. That was her only child?

A. That's right.

13. That's the only child your father had who died leaving children?

A. That's right.

14. Lucy Lawrence died prior to your father's death?

A. That's right.

15. What property, if any, did your father leave?

A. 76½ acres located at Davidsonville, with a dwelling house and few out buildings.

16. Was that the farm he lived on at the time of his death?

A. It was.

17. What do you think would be a fair value for that property?

A. I think the offer of \$7,000 been made for it would be the fair price for it.

18. I hand you a Contract signed by your two brothers and the purchasers is that the Contract for the sale of this property?

A. Yes.       \*\*\*\*\*Filed as Exam, Exh. No. 5

19. You knew of that?

A. Yes.

20. Did all of the heirs know of that Contract?

A. They did.

21. And all agreed to it?

A. Yes.

22. Do you think this is a fair value for the property?

A. I do.

23. Is the property producing any revenue now?

A. Not any worth speaking of, only being worked just to keep from growing up, that's all .

24. Has it actually produced any cash revenue?

A. It has not.

25. Has it produced enough to pay the taxes?

A. I don't think so, I would not like to say for certain.

26. What other property, if any, did your father leave?

A. One-half interest in a tract of land on the Patuxent River known as wood land about 230 and some acres.

\*\*\*\*\* Contract offered as Exam. Exh. No. 6

27. Have you ever seen that Contract?

A. Yes, that is right.

28. That Contract calls for the sale price of \$950, do you think that is a fair price for that property?

A. That is a good price for it.

29. What does the property consist of?

A. Mainly wood land, not much timber left on it, has been a lot cut off.

30. It has been cut over?

A. Yes.

31. Is there any clear land on it?

A. No cleared land.

32. Do you think it would be to the advantage of all parties in interest to sell this property?

A. I do.

33. Why?

A. No income, simply the reason to keep the property would in course of time depreciate so would not be of any value whatsoever being unoccupied and the buildings all need repairing.

34. Are all the children of age?

A. They are.

35. Then as I understand it you would recommend to the Court that a Trustee be appointed for the purpose of selling this property in accordance with those contracts?

A. Yes.

36. Do you know whether or not this matter has been talked over with the members of the family about selling the property?

A. It has.

37. What has been their re-action to it?

A. They all agreed to sell it.

To the general question under the rule the witness says:-

A. To settle the estate I think it is the proper thing to do.

William Stanley Jones

Offered in evidence the various deeds to the property as filed with the Bill, now marked Examiner's Exhibits 1-2-4.

James Murray, a witness of lawful age, being first duly sworn, deposes and says:-  
(Childs). 1. State your name, residence and occupation?

A. James Murray, West River; Real Estate Dealer.

2. Did you know William Edward Jones?

A. I did.

3. Do you know the members of his family or any of them?

A. No, I knew Mr. William Stanley Jones but I never met the others, I may have met the mother when at the house.

4. As a Real Estate Dealer has this property been in your hands for sale?

A. It was in our hands for a time.

5. What kind of a farm is this?

A. 67½ acre farm. I consider it a very good piece of land, the outbuildings are beginning to go to pieces for want of repair.

6. You are familiar with the value of farms in Anne Arundel County are you not?

A. Yes.

7. What, in your opinion, would be a fair price for this property?

A. I think the price offered there, \$7,000 is a fair price with the conditions.

8. Do you feel it would be to the best interest and advantage of all parties to this suit, under the circumstances, to dispose of this property?

A. I do.

9. There is also belonging to Mr. Jones another tract of land being a half interest in about 230 acres on the sands, are you familiar with that property?

A. I know the location, I am not familiar with the timber, I know where it is and what it is.

10. William Stanley Jones, the son of William Edward Jones has just testified this was wood land, cut over timber, most all timber had been cut off, if that's true, and located in the place where this property is, what do you think would be a fair value for that piece of land?

A. I would say the price offered \$950 would be a fair price for that property?

11. Do you think that the offer of this property at public sale would bring a larger price?

A. I don't think so.

12. In your capacity as a real estate agent would you advise that the contracts entered into between the Executors of the Estate of Mr. Jones and the purchasers of these two tracts be confirmed?

A. I would,

To the general question under the rule the witness says:-

A. No.

James H. Murray.

There being no other witnesses to be examined and no further testimony desired by the Plaintiffs, this testimony is now closed, and at the request of the Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this 17th day of March, 1941.

Marvin I. Anderson, Examiner.

#### Contract of Sale of Woodland -- Exams. Exh. # 6

\$50.00

Washington D.C., Nov. 26, 1940

Received from Frank R. Sames a deposit of the sum of fifty Dollars, to be applied as part payment of purchase price of 107 acres more or less, known as a part of the Jones estate bound on the south by Wayson & Applestein, North by Hall east by Duckett & on the west by Applestein & the Patuxent. Located in the 1st election district in Anne Arundel Co., Md.

Price of Property: \$950.00 nine hundred & fifty dollars.

Terms of Sale: All cash of which the deposit is a part .

The title is to be good of record except as to covenants of record, if any, or deposit is to be returned and sale declared off at option of the purchaser; but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in title. In case legal steps are necessary to perfect title such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by purchaser will thereby be extended the period necessary for such prompt action.

Taxes, and interest on existing incumbrances, if any, are to be adjusted to date of transfer. Taxes are to be adjusted according to certificate of taxes as issued by the Collector of Taxes of Md.

Examination of title, conveyancing, notary fees, revenue stamps, and all recording



charges, including those for purchase money trust, if any, are to be at the cost of the purchaser. The seller shall execute to the purchaser the usual special warranty deed. The purchaser agrees to comply with the terms herein of sale within 60 days from the date of acceptance by owner, or the deposit will be forfeited, in which event one-half of said deposit shall be paid to the owner & 1/2 to the Agent.

This contract is made in triplicate subject to the approval of owner and contains the entire agreement between the parties thereto.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale, and acknowledge it to be our contract.

J. E. Jones

Frank B. Sames,

C. I. Jones

Purchaser

Owner.  
Administrators of the estate  
of the late W. E. Jones

Date Dec. 5 1940

W. E. Jones and wife and others

No. 8147 Equity

vs.

In the Circuit Court For

Warren Laurence, Guardian, etc.

Anne Arundel County.

Submission for Decree. --- Filed March 31st. 1941

To the Honorable, the Judges of said Court.

The Plaintiffs in this case hereby agree to submit said case to the Court for the passage of an immediate decree.

Respectfully submitted.

J. E. Jones

Lila V. Jones

C. I. Jones

Mary Kempton Jones

William Stanley Jones

Leila T. Jones

Carrie J. Suitt

T. Newman Suitt

Corinne J. Cook

Carlisle F. Cook

Edythe J. French

Edith M. Jones

Mary Gene French

Submission for Decree. ---Filed March 31st. 1941

To the Honorable, the Judges of said Court.

The defendant, Warren Lawrence, Guardian of Lucy Laurence and in his own behalf hereby submits this case for an immediate decree.

Warren Lawrence, Guardian of Lucy Lawrence.

Warren Lawrence, individually.

Decree, March 31, 1941 -- Filed March 31" 1941.

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 31st day of March, 1941 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the property mentioned in the proceedings be sold, and that J. Edward Jones be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court or the Clerk thereof, in the panalty of eight thousand dollars (\$8,000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises, he shall then proceed to make the sale either private or public, but if the sale is public, he shall give at least three weeks notice by advertisement inserted in some newspaper or newspapers, printed and published in Anne Arundel County, as he shall think proper of the time, place, manner and terms of said sale, which terms shall be cash upon final ratification of said sale, and as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness thereof; and on obtaining the Court's ratification of said sale and upon the payment of the whole purchase price, the said Trustee shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto plaintiffs and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Ridgely P. Melvin, Judge.

TO WHOM IT MAY CONCERN:

We, the undersigned heirs, agree to the appointment of J. Edward Jones, as Trustee to expediate said sale of property and distribution of all monies from the estate of the late William E. Jones.

Edythe J. French  
 Corinne J. Cook  
 Carrie J. Suitt  
 William Stanley Jones  
 Leila T. Jones  
 Edith M. Jones  
 Carlisle F. Cook  
 G. Newman Suitt

Bond -- Filed & Approved this 1st. day of April, 1941 --John H. Hopkins, 3rd., Clerk.

Know all men by these presents, that we J. Edward Jones, Principal and the Royal Indemnity Company, a corporation of the State of New York, are held and firmly bound unto

the State of Maryland in the full and just sum of Eight thousand dollars (\$8,000.00) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, sealed with our seals and dated this 1st day of April in the year Nineteen hundred and forty-one.

Whereas by a decree of the Circuit Court for Anne Arundel County dated the 31st day of March in the year 1941 J. Edward Jones was appointed Trustee to sell property mentioned in the proceedings known as No. 8147 Equity, entitled J. Edward Jones, and wife, and others vs. Warren Lawrence, guardian, and others.

Now therefore the conditions of this obligation is such, that if the above bounden J. Edward Jones shall well and truly execute the office of Trustee according to law, and shall in all respects discharge the duties of him required by law as Trustee aforesaid, without any damage to any person interested in the faithful performance of the said office, then the above obligation to be void, otherwise to be in full force and virtue in law.

Signed, sealed and delivered

J. Edward Jones (Seal)

in the presence of:

(Corporate Seal)

Royal Indemnity Company

Wilhelmina P. Hopkins

By Eugene P. Childs, Atty.-in-fact.

Report of Sales. -- Filed April 1" 1941

The Report of J. Edward Jones, Trustee, in the above entitled case respectfully states.

1st. That by a decree of this Court dated the \_\_\_ day of March in the year 1941 he was appointed Trustee to make sale of the property in said proceedings mentioned.

2nd. That prior to the institution of this suit and after consultation with the parties in interest in interest your petitioner together with his brother, C. I. Jones, as Executors of the Estate of William E. Jones entered into two contracts of sale as follows:

(1) Contract with Frank Sames dated December 11, 1940 for the sale of the second tract described in said Bill of Complaint, as being a one-half interest in a tract of land containing two hundred and forty (240) acres, less ten (10) acres, as therein described at and for the sum of nine hundred and fifty dollars (\$950.00) of which sum fifty dollars (\$50.00) was paid upon the signing thereof.

(2) Contract with Charlotte A. Hankin and Gregory Hankin dated December 11, 1940, for the sale of the first tract described in said bill of complaint as containing seventy-six and one-half (76 1/2) acres of land more or less at and for the sum of seven thousand dollars (\$7,000.00), three hundred and fifty dollars (\$350.00) having been paid upon the signing thereof.

3rd. That the parties to the above mentioned contracts are ready, willing and able to complete the sales of said properties as soon as the sales are ratified by this Court.

4th. That your petitioner believes that said sales represent the very best prices that can be obtained for said properties, and that it would be to the advantage of all parties interested therein to have the same confirmed.

5th. Your petitioner therefore recommends to the Court the confirmation of said sales.

Respectfully submitted.

J. Edward Jones, Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 1st day of April in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared J. Edward Jones, Trustee and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief and that said sales were fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,  
Notary Public.

## ORDER NISI

Ordered, this 1st., day of April, 1941, That the sale of the real estate made and reported by J. Edward Jones, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd., day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 2nd., day of May next.

The report states that the amount of sales to be \$7,950.00.

John H. Hopkins, 3rd., Clerk.

# Certificate of Publication

Annapolis, Md., April 25, 1941

We hereby certify, that the annexed Order Nisi - Sale - Jones vs. Lawrence #8147 Eq. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of May, 1941. The first insertion being made the 3rd day of April, 1941.

The Capital-Gazette Press, Inc.

By Ruth Gott

Ordered by the Court, this 6th day of May 1941, that the sale made and reported by the Trustee aforesaid, be and the same is finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

J. Edward Jones and wife and others

No. 8147 Equity

VS.

In The Circuit Court For

Warren Lawrence, Guardian and others

Anne Arundel County.

Petition to substitute Purchaser, Consents, and Order of Court thereon.

Filed 8th July, 1941

To the Honorable, the Judges of said Court.

The Petition of J. Edward Jones, Trustee in the above case respectfully states.

1st: That the Report of J. Edward Jones, Trustee in the above case referred to a contract of sale to one Frank Sames for a one-half interest in about 130 acres of land at and for the sum of \$950.00).

2nd: That the said Frank Sames employed counsel to examine the title to said property,

which title was found by his Attorney, Mr. J. Albert Goodman, to be involved whereupon Mr. Sames refused to take said title, and therefore believes he should be released from his obligation.

3rd: That your petitioner requested his counsel to look into the title, and was informed that the title to the property is somewhat involved, and he does not believe that a Court of Equity would enforce said Contract.

4th: That recently one James I. Applestein has offered to buy said property, subject to all title defects, provided all property and inheritance taxes are paid and the Estate of W. E. Jones who owned the property prior to his death be properly closed. The original offer in form of letter is herewith filed.

5th: Your petitioner believes that it would be to the advantage of all parties in interest to accept the offer of James I. Applestein of \$700.00 as the cost of perfecting the title may cost as much as the loss sustained, and the settlement of the case would be much delayed.

Your petitioner therefore prays the Court to pass an order substituting James I. Applestein as purchaser of said property at and for the sum of \$700.00 in the place and stead of Frank Sames.

Respectfully submitted.

Eugene P. Childs, Solicitor for Trustee

I, Frank Sames do hereby agree to the substitution of James I. Applestein as purchaser of the property reported to this Court as having been sold to me by J. Edward Jones, Trustee in No. 8147 Equity, entitled "J. E. Jones, et al vs. Warren Lawrence, Guardian, et al.

Frank Sames, Purchaser.

I hereby agree to the substitution of myself as purchaser of the above described property in the place and stead of Frank Sames and agree to pay in cash the sum of \$700.00 therefor, and to accept the record title as it now is, subject to the payment of all property taxes to the date of transfer by said Trustee, and subject also to the payment of all claims due by the Estate of William E. Jones deceased including all inheritance taxes that are liens upon said estate.

James I. Applestein  
per Emanuel Klawans  
his Agent and Solicitor.

June 5, 1941

Mr. Eugene P. Childs  
Annapolis, Maryland

Dear Sir:

On behalf of James I. Applestine, I hereby offer to purchase the following property for the sum of Seven Hundred Dollars (\$700.00):

All that parcel of land in the first Election District of Anne Arundel County lying between Davidsonville and Queen Anne's Bridge containing 103.75 acres more or less, of which the late W. Edward Jones died seised and possessed, bounded by the lands of Mr. Knapp, Charles Wayson, Emanuel Applestine and Mr. Harman.

Together with all timber and wood now standing thereon, and all other improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

It is understood and agreed, in consideration of the above price, that the Vendor makes no warranty of title, and that the purchaser accepts whatever title is had by the devisees of W. Edward Jones, with any defects that may exist therein. Except, however, that the Vendor undertakes to clear the title of said land from any estate or inheritance taxes, court costs, debts of W. Edward Jones or of his devisees, unpaid taxes, mortgages, judgments, mechanics liens.

Signed James I. Applestine

Ordered by the Circuit Court for Anne Arundel County this 9th day of July in the year 1941, upon the Petition and Consents filed herewith that James I. Applestine be and he is hereby substituted as purchaser in the place and stead of Frank Sames at and for the sum of seven hundred dollars (\$700.00) instead of nine hundred and fifty dollars (\$950.00). The said Applestine to take title to said property waiving all defects therein except estate and inheritance taxes, Court costs, debts of W. Edward Jones or his devisees, unpaid taxes, mortgages, judgments and mechanics liens.

Ridgely P. Melvin, Judge.

J. Edward Jones Et al

vs.

Warren Lawrence Et al

No. 8147 Equity

In The Circuit Court For

Anne Arundel County.

Petition to correct error in earlier petition. -- Filed July 11" 1941.

To the Honorable, The Judges of said Court:

The petition of J. Edward Jones, Trustee, by Eugene Childs, his solicitor, and the petition of James I. Applestine, by Emanuel Klawans, his solicitor, respectfully shows:-

1. That the bill of complaint in the above titled case prays for a decree for the sale of a one-half interest in a tract of land containing two hundred and forty-nine acres more or less, conveyed to William E. Jones and Walter Snyder by deed from the County Commissioners of Anne Arundel County dated February 13, 1900 recorded G. W. No. 16 folio 395, saving and excepting ten (10) acres more or less sold to Charles St. Clair Wayson et al by deed dated February 27, 1914 recorded in G. W. No. 100 folio 323.

2. That the decree passed in this case by this Court on March 31, 1941, directed a sale of "the property mentioned in the proceedings."

3. That the trustee's report of sale filed in this case on April 1, 1941 reports a contract with Frank Sames for the sale of the above tract "described in said Bill of Complaint, as being a one-half interest in a tract of land containing two hundred and forty (240) acres, less ten (10) acres, as therein described, at and for the sum of nine hundred and fifty dollars". That the contract filed therewith describes the land sold as " 107 acres more or less" (meaning and intending a divided half of the above described tract); and this sale was finally ratified by the Court.

4. That on July 8, 1941, a petition was filed in this case by the trustee, together with the consents of Frank Sames and James I, Applestine, stating that Frank Sames desired to withdraw from his purchase by reason of defects of title, and that James I. Applestine

desired to be substituted as purchaser at the lower price of seven hundred dollars; and upon this petition an order was passed by this Court on the 9th day of July that "James I. Applestine be and he is hereby substituted as purchaser in the place and stead of Frank Sames at and for the sum of seven hundred dollars".

5. That in the first paragraph of said petition to substitute James I. Applestine as purchaser, the land being sold is erroneously described as "a one-half interest in about 130 acres of land".

That it appears from the prior proceedings in this case that the land sold to Frank Sames and now to James I. Applestine is a one half interest in about 239 acres of land, or an entire interest in about 119 acres of land. That by reason of said error in said petition to substitute James Applestine as purchaser, there may be confusion and uncertainty as to the land authorized to be sold to him by the Court's order and meant and intended to be sold to him.

TO THE END THEREFORE:

(1) That the first paragraph of the petition to substitute James I. Applestine as purchaser be amended to read as follows: "That the Report of J. Edward Jones, Trustee in the above case referred to a contract of sale to one Frank Sames for a one-half interest in about 239 acres of land at and for the sum of \$950.00".

(2) That the land being purchased by James I. Applestine under the proceedings in this case be declared to be all of the right, title, interest and estate, at law or equity, of J. Edward Jones, Trustee, and of all the parties to this cause, and of all persons claiming by, through or under them, in or to all that tract of land containing 249 acres more or less that was conveyed to William E. Jones and Walter Snyder by the County Commissioners of Anne Arundel County by deed dated February 13, 1900 recorded among the land records of Anne Arundel County in Liber G. W. 16 folio 395 et seq.

(3) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Eugene P. Childs

Solicitor for the trustee

Emanuel Klawans

Solicitor for James I. Applestine

ORDER OF COURT

Upon the foregoing petition, it is this 14th day of July, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered, and decreed: (1) That the first paragraph of the petition to substitute James I. Applestine as purchaser, filed in this cause on July 8, 1941, be amended to read as follows: "That the Report of J. Edward Jones, Trustee in the above case referred to a contract of sale to one Frank Sames for a one-half interest in about 239 acres of land at and for the sum of \$950.00"; (2) That the land purchased by Frank Sames in whose stead James I. Applestine was substituted by order of this Court passed July 9, 1941, be and the same is hereby declared to be all of the right, title, interest and estate, at law or equity, of J. Edward Jones, Trustee, and of all the parties to this cause and of all persons claiming by, through, or under them, in or to all that parcel of land containing 249 acres more or less that was conveyed to William E. Jones and

Walter Snyder by the County Commissioners of Anne Arundel County by deed dated February 13, 1900 recorded among the land records of said County in liber G. W. No. 16 folio 395 &c;  
 (3) That all other terms and provisions of the Order passed by this Court July 9, 1941 substituting James I. Applestine to the place of Frank Sames as purchaser remain in full force and effect.

Ridgely P. Melvin, A. J.

J. Edward Jones and others

vs.

Warren Lawrence and others

No. 8147 Equity

In The Circuit Court For

Anne Arundel County.

Petition in reference to Statement of Auditor's Account and Order of Court thereon. -- Filed Sept 8" 1941

To the Judges of said Court.

The petition of the undersigned legatees under the Will of William E. Jones, deceased, respectfully states.

1st: That there are numerous outstanding claims due by the estate of William E. Jones, that the beneficiaries under his will believe should be paid and the beneficiaries including the life tenant have agreed to have the proceeds of the sale of said property distributed as though the life estate did not exist and the proceeds divided among the beneficiaries after the payment of all debts due and owing by said estate, including the specific legacies mentioned therein.

To the end therefore,

Your Petitioners prays the Court to pass an Order directing the Auditor of the Court to state an account in said case in conformity with this petition.

Respectfully submitted.

J. Edward Jones

C. Irving Jones

Edythe J. French

Mary Jeanne French

Corinne J. Cook

W. Stanley Jones

Edith M. Jones

Carrie J. Suitt

William J. Suitt

Ordered on the foregoing petition this 9th day of Sept. in the year 1941, by the Circuit Court for Anne Arundel County, that the Auditor of this Court prepare and state an account in the above case in conformity with the Petition hereto attached, subject to all proper and legal exceptions.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed Oct. 3rd., 1941

To the Honorable, the Judges of said Court:



The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. J. E. Jones and Wife, et al, vs. Warren Lawrence, Guardian, etc., and Lucy Lawrence in ac. with J. Edward Jones, Trustee

|                                   |               |          |
|-----------------------------------|---------------|----------|
| To Trustee for Commissions        | \$261.00      |          |
| To Trustee for fee (Order 8/4/41) | <u>125.00</u> | \$386.00 |

To Trustee for Court costs, viz:

|                                        |              |       |
|----------------------------------------|--------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00        |       |
| Clerk of Court - costs                 | 27.30        |       |
| Clerk of Court - additional costs      | 2.00         |       |
| Auditor                                | <u>27.00</u> | 66.30 |

To Trustee for Expenses, viz:

|                                                       |           |        |
|-------------------------------------------------------|-----------|--------|
| Order nisi on Capital-Gazette Press - report of sale  | 5.00      |        |
| Order nisi on Capital-Gazette Press - auditor's acct. | 5.00      |        |
| Royal Indemnity Co. - bond premium                    | 32.00     |        |
| Jas. H. Murray - expert testimony                     | 10.00     |        |
| Marvin I. Anderson - examiner                         | 4.00      |        |
| Juliet D. Strahorn - stenographer                     | 4.00      |        |
| Clerk of Court - certified copies                     | 4.75      |        |
| One-half State revenue stamps (\$700.00)              | .35       |        |
| One-half Federal revenue stamps (\$7,000.00)          | 3.85      |        |
| One-half State revenue stamps (\$7,000.00)            | 3.50      |        |
| Theodore F. Menk - agent's commissions                | 350.00    |        |
| Wilhelmina P. Hopkins - notary fee                    | <u>50</u> | 422.95 |

To Trustee for Taxes, viz:

|                                                 |              |       |
|-------------------------------------------------|--------------|-------|
| 1941 State and County taxes (adjusted tract #1) | 48.34        |       |
| 1941 State and County taxes (adjusted tract #2) | <u>12.62</u> | 60.96 |

To Trustee for Claims filed in Orphans Court, viz:

|                                         |            |         |
|-----------------------------------------|------------|---------|
| C. Irving Jones                         | 520.62     |         |
| Arthur Jones                            | 48.00      |         |
| J. Edward Jones                         | 986.62     |         |
| W. Stanley Jones                        | 41.63      |         |
| Hoff's Garage                           | 20.48      |         |
| I. Irving King                          | 441.28     |         |
| Register of Wills - costs               | 4.25       |         |
| Register of Wills - State tax on comms. | <u>.53</u> | 2063.41 |

|                           |    |           |
|---------------------------|----|-----------|
| To Amount brought forward | \$ | \$2999.62 |
|---------------------------|----|-----------|

To Trustee for Inheritance Taxes, viz:

Register of Wills - 1% direct inheritance  
tax on \$4,718.74, clear value for dis-  
tribution

47.19

Net balance in hand for distribution under  
Will of Wm. Edward Jones and Order of  
Court of 9/9/41 \$4,671.55

Distributed as follows:

|                               |          |
|-------------------------------|----------|
| Edith M. Jones, widow - dower | 1,557.18 |
|-------------------------------|----------|

|                          |          |
|--------------------------|----------|
| C. Irving Jones - legacy | 1,000.00 |
|--------------------------|----------|

|                        |       |
|------------------------|-------|
| William Suitt - legacy | 25.00 |
|------------------------|-------|

|                                            |        |
|--------------------------------------------|--------|
| one-seventh of net                         | 29.88  |
| J. Edward Jones, son - balance - \$2089.37 | 298.48 |

C. Irving Jones, son - " 298.48

|                            |        |
|----------------------------|--------|
| Wm. Stanley Jones, son - " | 298.48 |
|----------------------------|--------|

|                             |        |
|-----------------------------|--------|
| Edith J. French, daughter " | 298.48 |
|-----------------------------|--------|

Corinne J. Cook, daughter " 298.48

Mary Jeanne French, granddaughter- " 298.48

J. Irving King, judgment creditor of  
Carrie J. Suitt, daughter - one-seventh,  
to apply on account of judgment claim

filed (Order 7/14/ 41): 298.49 4,671.55

|             |              |
|-------------|--------------|
| Debt        | \$313.59     |
| Int. from   |              |
| 12/2/31     | 183.46       |
| Court costs | <u>12.00</u> |
| Total       | \$509.05     |

\$7,718.36

Cr. May 12, 1941      Proceeds Sale of Tract #1  
                             containing 76½ acres  
                             Adjustment of fire insurance  
                             premium (324 days)

\$7,000.00

18.36

\$7,018.36

July 21            Proceeds of sale of Tract #2 (one-half interest in 230 acres)

700.00

\$7,718.36

ORDER NISI

Ordered, This 3rd., day of October, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the

contrary be shown on or before the 4th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., November, 1941

We hereby certify, that the annexed Order Nisi Jones - Lawrence was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of November, 1941. The first insertion being made the 9th day of October, 1941.

The Capital-Gazette Press, Inc.

By Betty Duff Bennett

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 13th day of November, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                            |   |                          |
|--------------------------------------------|---|--------------------------|
| In The Matter of the Sale of the Mortgaged | : | No. 8208 Equity          |
| Real Estate of F. Guy Kelly and Cora E.    | : | In The Circuit Court For |
| Kelly, his wife,                           | : | Anne Arundel County      |
|                                            | : |                          |

Mr. Clerk:

Please file and docket proceedings and enter my appearance for the Mortgagee

Robert E. Kindred, Solicitor.

Original Mortgage -- Filed June 17" 1941.

This Mortgage, Made this 7th day of January in the year nineteen hundred and twenty two, by F. Guy Kelly and Cora E. Kelly, his wife, of Anne Arundel County and the State of Maryland, parties of the first part, and Annie A. Ray, of County and State aforesaid, party of the second part,

Whereas the party of the second part has this day lent to the parties of the first part One Thousand Dollars, which said sum is to be paid three years from the day of the date hereof, the interest on the same to be payable semi annually. And for the purpose of securing the payment of said mortgage debt and interest this mortgage is executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of One Dollar the said F. Guy Kelly and Cora E. Kelly, his wife, do grant and convey unto the said Annie A. Ray, her heirs and assigns, all that lot of ground containing six acres of land more or less, that is described in a deed from C. H. Fulton Kelly and wife to the said F. Guy Kelly, bearing date November 2nd, 1921, and is recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 40 folio 499 etc.

Together with the buildings and improvements thereon and the rights, roads, ways, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Annie A. Ray, her heirs and assigns forever.

Provided, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, her personal representatives or assigns, or Bruner R. Anderson, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty Five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Five Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure the benefit of the said Mortgagee, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Cora A. DuLaney

F. Guy Kelly (Seal)

Cora E. Kelly (Seal)

State of Maryland, Anne Arundel County, To wit:

I Hereby Certify, that on this 7th day of January in the year nineteen hundred and twenty two before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. Guy Kelly and Cora E. Kelly the Mortgagors named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be \_\_\_\_ act. At the same time also appeared Annie A. Ray the within named mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) Cora A. DuLaney  
Notary Public.

FOR VALUE RECEIVED, I hereby assign the within Mortgage to Robert E. Kindred, Attorney, for the purpose of foreclosure.

As Witness my hand and seal this 16th day of June, 1941.

Attest: Viola Kindred

Annie A. Ray (Seal)

Received for Record 17 day of June, 1941, at 11-10 o'clock A. M. and the same day recorded in Liber W. N. W. No. 50, Fol. 142, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In The Matter of the Sale of the  
Mortgaged Real Estate of F. Guy  
Kelly and Cora E. Kelly, his wife.

No. 8208 Equity  
In The Circuit Court For  
Anne Arundel County.

Statement of Account -- Filed June 17" 1941.

F. Guy Kelly and Cora E. Kelly, his wife To Annie A. Ray

|                              |              |
|------------------------------|--------------|
| To Principal                 | \$1,000.00   |
| To Interest to July 15, 1941 | <u>16.25</u> |
| Balance                      | \$1,016.25   |

Bond --Filed & Approved this 15" day of July, 1941 --John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert E. Kindred, Assignee, as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars (\$4,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of July, in the year of our Lord, nineteen hundred and forty-one.

Whereas, the above bounden Robert E. Kindred, Assignee, by virtue of the power contained in a mortgage from F. Guy Kelly and Cora E. Kelly, his wife, to Annie A. Ray bearing date

the 7th day of January, 1922 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 50 Folio 141 and he is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Robert E. Kindred, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Viola Kindred

(Corporate Seal) United States Fidelity and

Robert E. Kindred (Seal)

Guaranty Company

By C. H. Chilcote Atty-in-Fact.

In the Matter of the Sale of the  
Mortgaged Real Estate of F. Guy  
Kelly and Cora E. Kelly, his wife.

No. 8208 Equity  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed July 21st. 1941.

To The Honorable, The Judge of said Court:

The Report of Robert E. Kindred, Assignee of The Mortgage to make sale of the real estate mentioned respectfully shows:

That after giving Bond with approved security and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend on the premises on July 15th, 1941, at 11:00 o'clock A. M. then and there proceeded to sell said Real Estate mentioned as follows:

All that lot of ground situate in the Fifth Election District of Anne Arundel County adjoining the C. H. Fulton Kelly farm on the Camp Meade Road and near Glen Burnie. Containing six acres of land, more or less, described in a Deed from C. H. Fulton Kelly and wife to the said F. Guy Kelly, bearing date November 2, 1921, and recorded in Liber W.N.W. No. 40, folio 499.

He offered said land and improvements for sale and sold same to Dorothy Mae Kelly, at and for the sum of Thirty Nine Hundred Dollars, she being then and there the highest bidder for said property.

And as in duty bound, etc.

Robert E. Kindred, Assignee.

State of Maryland Anne Arundel County To Wit:

I Hereby Certify, that on this 17th day of July, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Assignee, as aforesaid, and made oath in fur form of law, that the matters and facts set forth in the within Report of Sale, are true to the best of his knowledge and belief, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal) Viola Kindred

Notary Public

In The Matter of the Sale of the  
Mortgaged Real Estate of F. Guy  
Kelly and Cora E. Kelly, his wife.

No. 8208 Equity  
In The Circuit Court For  
Anne Arundel County

Purchaser's Agreement Auctioneer's Certificate Filed July 21st. 1941

I Hereby Certify, that \_\_\_\_\_ have this 15th day of July, 1941, purchased from Robert E. Kindred, Assignee, property described in these proceedings at and for the sum of \$3900.00 and agree to comply with the terms of sale.

Attest:

Robert E. Kindred

Dorothy Mae Kelly (Seal  
By F. Guy Kelly

I Hereby Certify, that I have this 15th day of July, 1941, sold the property described in these proceedings for the sum of \$3900.00 being then and there the highest bid therefor; and I Further Certify that the sale was fairly made.

W. B. Elliott, Auctioneer.

ORDER NISI

Ordered, this 21st. day of July, 1941, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd., day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd., day of August next.

The report states that the amount of sales to be \$3,900.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., August 29, 1941

We hereby certify that the annexed Order Nisi - Sale - Equity 8208 - F. Guy Kelly was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of August, 1941. The first insertion being made the 24th day of July, 1941

The Capital-Gazette Press, Inc.

By D. Kunsman

Ordered By The Court, This 10th day of Sept. 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the ORDER Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In The Matter of the Mortgaged Real  
Estate of F. Guy Kelly and Cora E. Kelly,  
His Wife.

No. 8208 Equity  
In The Circuit Court For  
Anne Arundel County

Petition & Order -- Filed Oct. 28" 1941

YOUR PETITIONER Robert E. Kindred, Assignee, respectfully shows unto Your Honor:

That the above mentioned real estate was sold to Dorothy Mae Kelly daughter of the said Mortgagors on the 15 th day of July 1941, sale was promptly reported and ratified in due time, but no settlement was made to your Petitioner until October 16, 1941.

THEREFORE, YOUR PETITIONER prays this Honorable Court to allow interest to Annie A. Ray up to and including October 16, 1941.

And as in duty bound, etc.

Robert E. Kindred, Assignee

ORDERED this 28 day of October, 1941, that the Auditor be and she is hereby authorized and directed in stating the above account to allow interest to Annie A. Ray, Mortgagee up to and including October 16, 1941.

Ridgely P. Melvin, A. J.

Receipt of First Mortgage -- Filed Oct. 28" 1941

Received of Robert E. Kindred, Assignee the sum of \$2,184.40 in full settlement of Mortgage dated November 2, 1921 and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 40, Folio 501, being the first mortgage mentioned in these proceedings.

S. J. Lester DuLaney

In the Matter of the Sale of the  
Mortgaged Real Estate of F. Guy  
Kelly and wife

No. 8208 Equity  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed Oct. 29th. 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of F. Guy Kelly and Wife in ac. with Robert E. Kindred, Assignee.

|                             |               |        |
|-----------------------------|---------------|--------|
| To Assignee for fee         | \$25.00       | \$     |
| To Assignee for commissions | <u>148.66</u> | 173.66 |

To Assignee for Court costs, viz:

|                                        |             |       |
|----------------------------------------|-------------|-------|
| Plaintiff's Solicitor's Appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 11.50       |       |
| Auditor                                | <u>9.00</u> | 30.50 |

To Assignee for Expenses, viz:

|                                                        |       |
|--------------------------------------------------------|-------|
| Capital-Gazette Press - advertising sale order nisi on | 19.50 |
| Capital-Gazette Press - report of sale order nisi on   | 5.00  |
| Capital-Gazette Press - auditor's acct.                | 5.00  |
| Clerk of Court - recording assignment                  | .75   |
| U. S. Fidelity & Guaranty Co., - bond                  | 16.00 |



|                                 |            |          |
|---------------------------------|------------|----------|
| To Amounts brought forward      | \$46.25    | \$204.16 |
| Wm. B. Elliott, -auctioneer     | 15.00      |          |
| One-half Federal revenue stamps | 2.15       |          |
| One-half State revenue stamps   | 2.00       |          |
| Viola Kindred - notary fee      | <u>.50</u> | 65.90    |

## To Assignee for Taxes, viz:

|                                            |              |        |
|--------------------------------------------|--------------|--------|
| 1940 State and County taxes                | 65.26        |        |
| 1941 State and County taxes (\$61.16-adj.) | <u>37.58</u> | 102.84 |

## To Assignee for Liens, viz:

|                                                                            |             |          |
|----------------------------------------------------------------------------|-------------|----------|
| S. J. Lester DuLaney, first mortgagee -<br>in full for release of mortgage | 2,184.40    |          |
| Recording release                                                          | <u>1.00</u> | 2,185.40 |

|                                                                      |              |          |
|----------------------------------------------------------------------|--------------|----------|
| Annie A. Ray, second mortgagee - in full<br>for mortgage claim filed | 1,016.25     |          |
| Interest to 10/16/41, as per order 10/28/41                          | <u>15.50</u> | 1,031.75 |

|                                                                                                            |                   |  |
|------------------------------------------------------------------------------------------------------------|-------------------|--|
| Alice L. Pumphrey, judgment creditor -<br>this balance on account claim filed, as<br>per order of 10/28/41 | <u>365.15</u>     |  |
|                                                                                                            | <u>\$3,955.20</u> |  |

|                   |                              |                   |
|-------------------|------------------------------|-------------------|
| Cr. July 15, 1941 | Proceeds of Sale             | \$3,900.00        |
|                   | Interest on deferred payment | <u>55.20</u>      |
|                   |                              | <u>\$3,955.20</u> |

ORDER NISI

Ordered, This 29th day of October, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 29th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., December 2, 1941.

We hereby certify, that the annexed Order Nisi - F. Guy Kelly was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of November, 1941. The first insertion being made the 30th day of October, 1941.

The Capital-Gazette Press, Inc,  
By Betty Duff Bennett

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 3rd day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                            |   |                          |
|--------------------------------------------|---|--------------------------|
| In the Matter of the Sale of the Mortgaged | : | No. 8228 Equity          |
| Real Estate of Ernest B. Miller and Janet  | : | In The Circuit Court For |
| B. Miller, his wife.                       | : | Anne Arundel County.     |

Mr. Clerk:

Please docket this case, and record assignments.

Eugene P. Childs, Assignee.

Original Mortgage -- Filed July 31" 1941.

This Mortgage, Made this fourteenth day of March, in the year nineteen hundred and twenty-nine, by and between Ernest B. Miller and Janet B. Miller, his wife, of Baltimore City, State of Maryland, of the first part, hereinafter called "MORTGAGORS"; and The Rector, Wardens and Vestry of St. Margaret's Westminster Parish, Annapolis, Maryland, of the second part, hereinafter called "MORTGAGEE."

*Euf* WHEREAS, the said MORTGAGORS have this day received by way of loan from the said MORTGAGEE the sum of Eighteen Thousand Dollars (\$18,000.00), as evidence of which they have passed to the said MORTGAGEE their promissory note for said sum, of even date herewith, and payable three years after date, with interest thereon at the rate of six per centum per annum, payable semi-annually; and

WHEREAS, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Five Dollars (\$5.00), the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, in fee simple, all those two lots or parcels of ground located in the Second Election District of Anne Arundel County, Maryland, at "Annapolis Roads", which are designated as Lots No. 3 and 4 in Section D on the plat of said "Annapolis Roads", made by Olmstead Brothers, and duly recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 1 folio 45.

BEING the identical property which was conveyed unto the above named MORTGAGORS by The Annapolis Roads Company, by deed dated and left for record simultaneously with these presents, in which deed further reference is given to the title to said property.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, their successors and assigns forever.

Provided, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eighteen Thousand (\$18,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in payment of said ----- money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, their successors or assigns, or Ridgely P. Melvin, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Two Hundred (\$200.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said

Mortgagee, its successors or assigns, or Ridgely P. Melvin, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Thousand (\$18,000.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Laura R. Jickling.

Ernest B. Miller (Seal)

Janet B. Miller (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this fourteenth day of March, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ernest B. Miller and Janet B. Miller, his wife, the Mortgagors named in the foregoing Mortgage and duly acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ridgely P. Melvin, Agent and Attorney in Fact of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also that he is the Agent of the said Mortgagee, and duly authorized to make this affidavit.

Witness my hand and Seal Notarial.

(Notarial Seal) Laura R. Jickling  
Notary Public.

For value received and as collateral security for it's indebtedness, to The Farmers National Bank of Annapolis, Maryland, The Rector, Wardens and Vestry of St. Margaret's Westminster Parish, Annapolis, Maryland, hereby assign the within mortgage, the debts secured thereby to the Farmers National Bank of Annapolis.

Witness the hands and seals of the Rector, Wardens and Vestry of St. Margaret's Westminster Parish, Annapolis, Maryland, this 26th day of January, 1939.

Witness: Mary M. Proskey

R. C. Cowling (Seal) Rector

Witness: V. D. Russell Sr.

Alex S. Proskey (Seal) Treas.

Witness: Grace H. Hall

Henry V.A. Hall (Seal) Senior

Witness: V.D. Russell Sr.

Frank M. Corner (Seal) Junior  
Warden

Received for Record 27 day of January, 1939, at 9-15 o'clock A. M. and the same day recorded in Liber F. S. R. No. 52, Fol. 145, Land Record Books of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

For Value Received, the debt secured by the assignment of the within mortgage having been fully paid and satisfied, The Farmers National Bank of Annapolis hereby assigns the within mortgage to the Rector, Wardens and Vestry of St. Margaret's Westminster Parish, Annapolis, Maryland, without recourse.

Witness the corporate name of The Farmers National Bank of Annapolis by Carey L. Meredith, its President, and its corporate seal attested by Daniel H. Nichols, its Cashier, this 31st day of July, 1941.

Attest: (Corporate Seal) The Farmers National Bank  
Daniel H. Nichols, Cashier. of Annapolis  
By: Carey L. Meredith -President

Received for Record 31 day of July 1941, at 3-30 o'clock P. M. and the same day recorded in Liber F. S. R. No. 52, Fol. 142, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

By virtue of a resolution passed by the Rector, Wardens, and Vestry of St. Margaret's Westminster Parish on the 30th day of July in the year 1941, we the undersigned Rector, Treasurer, Senior Warden and Junior Warden, acting for and in behalf of said Rector, Wardens and Vestry of St. Margaret's Westminster Parish and by virtue of the above Motion, do hereby assign unto Eugene P. Childs for the purpose of foreclosure the within Mortgage and debt secured thereby.

Witness our hands and seals this 31st day of July 1941.

Witness: R. C. Cowling, Rector (Seal)  
Wilhelmina P. Hopkins, Alex. S. Proskey, (Seal)  
Treasurer  
Frank M. Corner, (Seal)  
Senior Warden  
Charles D. Ridout (Seal)  
Junior Warden

Received for Record 31 day of July 1941, at 3-30 o'clock P. M. and the same day recorded in Liber F. S. R. No. 52, Fol. 143, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the Mortgaged  
Real Estate of Ernest B. Miller and wife

No. 8228 Equity  
In The Circuit Court For  
Anne Arundel County

#### Statement of Mortgage Claim -- Filed 25 August 1941

|                                                                                                                                                                                                                                                                                                                 |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Amount of mortgage debt in Mortgage from Ernest B. Miller and wife to the Rector, Wardens and Vestry of St. Margaret's Westminster Parish, Annapolis, Maryland, dated the 14th day of March in the year 1929 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 52 folio 141 | \$18,000.00 |
| Arrears of interest due Sept. 15, 1939 to March 15, 1940                                                                                                                                                                                                                                                        | 85.00       |
| Arrears of interest due March 15, 1940 to Sept. 15, 1940                                                                                                                                                                                                                                                        | 30.00       |
| Arrears of interest due Sept. 15, 1940 to March 15, 1941                                                                                                                                                                                                                                                        | 450.00      |
| Interest due March 15, 1941 to Sept. 15, 1941                                                                                                                                                                                                                                                                   | 450.00      |
| Total amount of mortgage and interest due                                                                                                                                                                                                                                                                       | \$19,015.00 |

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 29th day of August in the year 1941, before me, the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Alexander S. Proskey, Treasurer and made oath in due form of law that the above statement of mortgage debt and interest is true and bona fide as therein stated, to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins  
Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Ernest B.  
Miller and wife.

No. 8228 Equity  
In The Circuit Court For  
Anne Arundel County.

Bond -- Filed & Approved this 25th August, 1941 --John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS, that we, Eugene P. Childs, Principal, and The Royal Indemnity Company, a corporation of the State of New York, Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand Dollars (\$20,000.) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of August in the year Nineteen hundred and forty-one.

WHEREAS the above bounden Eugene P. Childs, by virtue of the power contained in a mortgage from Ernest B. Miller and wife to The Rector, Wardens and Vestry of St. Margaret's Westminster Parish, Annapolis, Maryland, dated the 14th day of March in the year 1929 and recorded among the land records of Anne Arundel County in Liber F. S. R. No. 52 folio 141 and assigned to Eugene P. Childs by short assignment dated the 31st day of July in the year 1941 and duly recorded, is about to sell the land and premises described in said mortgage, default having been made in the payment of the mortgage as specified and in the conditions and covenants therein contained.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Eugene P. Childs, Assignee shall well and faithfully execute the office of Assignee named in said Mortgage according to law, and shall in all respects discharge the duties of him required by law as Assignee aforesaid, without any damage to any person interested in the faithful performance of the said office, then the above obligation to be void, otherwise to be in full force and virtue in law.

Signed, sealed and delivered

Eugene P. Childs (Seal)

in the presence of:

(Corporate Seal) The Royal Indemnity Company

Frank M. Bond

By Wilhelmina P. Hopkins,

Atty.-in-fact.

Report of Sale, Purchaser's Agreement and Auctioneer's Certificate and Order Nisi.

Filed Sept. 4" 1941

To the Honorable, the Judges of said Court:

The Report of sale of Eugene P. Childs, Assignee of the Mortgage filed in these proceedings, respectfully states:

That under and by virtue of a power of sale contained in a Mortgage from Ernest B. Miller and wife dated the 14th day of March in the year 1929 and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 52 folio 141, the said Eugene P. Childs, Assignee of the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, Maryland Gazette and several other newspapers in various cities, and by handbills distributed throughout said County, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, September 2, 1941 at 11:00 o'clock, A. M. and then and there sold the said property to Alex. S. Proskey, Agent at and for the sum of Twenty Thousand (\$20,000.00) Dollars, \_\_ being at that figure the highest bidder therefor, said property being the following: lots numbered three (3) and four (4) in Section D in the subdivision known as Annapolis Roads, said lots containing in the aggregate 31,530 square feet of land.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: Cash upon ratification of sale; a deposit of one thousand dollars (\$1,000.00) will be required of the purchaser on day of sale; deferred payments to bear interest at six percent. Taxes and all other public charges to be adjusted to day of transfer.

Respectfully submitted.

Eugene P. Childs, Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 2nd day of September in the year 1941, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee in the above Report of sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins  
Notary Public

Advertisement of Sale George W. Scible, Auctioneer.

Assignee's Sale of valuable Residential Property

Situated at Annapolis Roads on Chesapeake Bay, near Annapolis, The State Capital and the United States Naval Academy

By virtue of a power of sale contained in a mortgage from Ernest B. Miller and wife, dated the 14th day of March in the year 1929, and recorded in Liber F. S. R. No. 52, folio 141, one of the land records of Anne Arundel County, said mortgage being in default and hav-

ing been assigned to the undersigned for the purpose of foreclosure, the undersigned will offer at public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, Sept. 2, 1941 at 11 o'clock A. M.

All of that property in said mortgage mentioned as lots numbered three (3) and four (4) in Section D in the subdivision known as Annapolis Roads, said lots containing in the aggregate 31,530 square feet of land, and improved by a large brick and frame dwelling of colonial design, containing 9 bedrooms, 4 sleeping porches, 5 bathrooms, living room, dining room, breakfast room, lavatory, kitchen and laundry, and two-car built-in garage. Steam heated by oil furnace.

This property is a select residential property; it has a beautiful frontage on Lake Ogleton, a tributary of the Chesapeake Bay, and is in full view of the bay. Adjoining this property is the Annapolis Roads Golf Course (9 holes), with large clubhouse facing the bay, all modern conveniences.

TERMS OF SALE: Cash upon ratification of sale; a deposit of one thousand dollars (\$1,000.00) will be required of the purchaser on day of sale; deferred payments to bear interest at six per cent. Taxes and all other public charges to be adjusted to day of transfer. Arrangements can be made with mortgagee to finance said property for a reasonable amount.

For further particulars, apply to

Eugene P. Childs, Assignee.  
Annapolis, Md.

Annapolis, Maryland, Sept. 2, 1941

This is to certify that I have this 2nd day of September in the year 1941, sold the property described in said handbill situated at Annapolis Roads in the Second Election District of Anne Arundel County to Alex. S. Proskey, Agent at and for the sum of twenty thousand (\$20,000.00) dollars Dollars he being then and there the highest bidder for said property.

Witness:

Wilhelmina P. Hopkins.

George W. Scible,

Auctioneer.

Annapolis, Maryland, Sept. 2, 1941

I hereby certify that I have this 2nd day of September in the year 1941, purchased from Eugene P. Childs, Assignee, the property situated at Annapolis Roads in the Second Election District of Anne Arundel County, and more particularly described by said handbill, at and for the sum of Twenty thousand \$20,000 Dollars and do hereby agree to comply with the terms of sale.

Witness:

Wilhelmina P. Hopkins.

Alex S. Proskey, Agent,

Purchaser.

Ordered, this 4th day of September 1941, That the sale of the property made and reported by Eugene P. Childs, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 6th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of October next. The report states that the amount of sales to be \$20,000.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September, 30, 1941

We hereby certify, that the annexed Order Nisi - Ernest B. Miller - Equity 8228 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of October, 1941.



The first insertion being made the 11th day of September, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Ordered by the Court, This 7th day of October 1941, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

No. 8228 Equity

In The Circuit Court For

Anne Arundel County

In the Matter of the Sale of the  
Mortgaged Real Estate of Ernest B.  
Miller and wife.

Certificate as to Military Service of Mortgagors --Filed Sept. 24" 1941.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of September in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee of Mortgage, and made oath in due form of law that to the best of his knowledge and belief that Ernest B. Miller and Janet B. Miller, his wife, Mortgagors, are not in any military service of the government.

Witness my hand and seal Notarial.

(Notarial Seal) Wilhelmina P. Hopkins,  
Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Ernest B.  
Miller and Wife

No. 8228 Equity

In The Circuit Court For

Anne Arundel County

Auditor's Report and Account --Filed Oct. 29" 1941

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Ernest B. Miller and Wife  
in ac. with Eugene P. Childs, Assignee

|                                        |               |        |
|----------------------------------------|---------------|--------|
| To Assignee for fee                    | \$200.00      | \$     |
| To Assignee for commissions            | <u>633.42</u> | 833.42 |
| To Assignee for Court costs, viz:      |               |        |
| Plaintiff's Solicitor's appearance fee | 10.00         |        |
| Clerk of Court - costs                 | 12.85         |        |
| Auditor                                | <u>9.00</u>   | 31.85  |

To Amount brought forward \$ . \$865.27

To Assignee for Expenses, viz:

|                                           |       |        |
|-------------------------------------------|-------|--------|
| Capital-Gazette Press - advertising sale  | 45.00 |        |
| Capital-Gazette Press - handbills         | 5.50  |        |
| Capital-Gazette Press - report of sale    | 5.00  |        |
| Capital-Gazette Press - auditor's acct.   | 5.00  |        |
| The Philadelphia Inquirer - advertising   | 53.20 |        |
| Evening Star Newspaper Co. - "            | 20.01 |        |
| The A. S. Abell Co. - "                   | 13.00 |        |
| Clerk of Court - recording assignment     | .75   |        |
| H. M. Warfield-Roloson Co. - bond premium | 80.00 |        |
| George W. Scible - auctioneer             | 55.00 |        |
| One-half Federal revenue stamp            | 11.00 |        |
| One-half State revenue stamp              | 10.00 |        |
| Wilhelmina P. Hopkins - notary fees       | 1.50  | 304.96 |

To Assignee for Taxes, viz:

|                              |        |          |
|------------------------------|--------|----------|
| 1940 State and County taxes  | 587.37 |          |
| 1941 " " " " (\$546.53-adj.) | 421.87 | 1,009.24 |

To Rector, Wardens and Vestry of St.

Margaret's Westminster Parish, Annapolis,  
Maryland, mortgage - this balance on  
account mortgage claim

17,934.53

\$20,114.00

|                                       |                  |
|---------------------------------------|------------------|
| Amount of mortgage claim filed        | \$19,015.00      |
| Cr. Amount allowed as above           | <u>17,934.53</u> |
| Balance subject to decree in personam | \$ 1,080.47      |

|                   |                              |               |
|-------------------|------------------------------|---------------|
| Cr. Sept. 2, 1941 | Proceeds of Sale             | \$20,000.00   |
|                   | Interest on deferred payment | <u>114.00</u> |

\$20,114.00

ORDER NISI

Ordered, This 29th day of October, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 29th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Nov. 26, 1941

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 8228 - Ernest B.

Miller - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th. day of November, 1941. The first insertion being made the 30th day of October, 1941.

The Capital-Gazette Press, Inc.

By Lillie L. French

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 2nd day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin.

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|                                   |   |                          |
|-----------------------------------|---|--------------------------|
| In The Matter of the Adoption of  | : | No. 8272 Equity          |
| Donald Gerald Jackson, an Infant. | : | In The Circuit Court For |
|                                   | : | Anne Arundel County.     |

Mr. Clerk:

Please file, etc.

Emanuel Klawans, Solicitor

Petition for Adoption And Award of Custody -- Filed Nov. 5" 1941

To The Honorable, The Judges of said Court:

The petition of Gladys Inez Jackson and of Adelbert Christopher Brown, respectfully shows:

1. That on September 8, 1941 Gladys Inez Jackson and Adelbert Christopher Brown filed a petition in cause No. 8244 Equity in this Court, in which they allege that Gladys Inez Jackson is the sole surviving parent of Donald Gerald Jackson, an infant two years and seven months old; that she and the said child are dependant for their support and maintenance upon her father, Adelbert Christopher Brown; that for the greater security of said child the petitioners desire that he become the adopted son of Adelbert Christopher Brown, the child to remain in the custody of his mother, and his name to remain unchanged.

That by decree of this Court passed September 9, 1941 said child became the adopted son of Adelbert Christopher Brown, and his custody was awarded to his mother, and the name of the said child remained unchanged, and Adelbert Christopher Brown was charged with the support and maintenance of the said child.

2. That since the passage of the decree, Gladys Inez Jackson, the mother of said infant, has obtained employment that enables her to support the said infant out of her own means; and the said Adelbert Christopher Brown has found that he is unable to secure for the said infant the benefits that he and the child's mother expected to secure for him by the adoption, and the said Adelbert Christopher Brown is about to become remarried; and the said mother of the child desires that her sole parentage of the said child shall be re-established; and the petitioners believe that this will be for the best interest and welfare of the said child and of all parties concerned. That in order to induce the mother of the child to consent to the above mentioned adoption proceedings, the said Adelbert Christopher Brown

had promised to permit her to readopt the child at any future time that she might desire.

TO THE END THEREFORE:

(1) That this Court pass a decree whereby Adelbert Christopher Brown shall cease to be the parent of Donald Gerald Jackson by adoption, and whereby Donald Gerald Jackson shall in law become the adopted son of Gladys Inez Jackson.

(2) That the name of the said child shall remain unchanged.

(3) That the sole care and custody of the said Donald Gerald Jackson shall be awarded to Gladys Inez Jackson.

(4) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Emanuel Klawans  
Solicitor.

Gladys Inez Jackson, Petitioner.  
Adelbert Christopher Brown, Petitioner.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of November, 1941, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Gladys Inez Jackson and Adelbert Christopher Brown, and they did each make oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therein stated, to the best of their information, knowledge, and belief.

Witness my hand and notarial seal.

My Commission Expires May 3, 1943.

(Notarial Seal) Mary L. Dimaggio,  
Notary Public.

#### DECREE OF COURT

Upon the foregoing petition and affidavit, it is this 6th day of November, 1941, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that Donald Gerald Jackson henceforth shall be in law the adopted son of Gladys Inez Jackson, and that parentage of Adelbert Christopher Brown of the said infant by adoption shall henceforth cease and be at an end. And it is further Adjudged, Ordered, and Decreed, that the name of the said child shall continue to be in law Donald Gerald Jackson. And it is further Adjudged, Ordered and Decreed that the care and custody of the said child after this adoption is hereby awarded to Gladys Inez Jackson, subject to the further order of this Court.

Ridgely P. Melvin, A. J.

William B. Baldwin

vs.

Dorothy J. E. Baldwin

:

:

:

No. 1898 Divorces

In The Circuit Court For

Anne Arundel County.

Mr. Clerk:

Please file.

Linwood L. Clark,

Attorney for Plaintiff

Decree of Annulment Nov. 24, 1941 -- Filed Nov. 24" 1941.

Annulment Decree

This case standing ready for hearing, after default, decree pro confesso, and testimony in support of the bill, and no exceptions having been entered to the testimony herein filed and taken and the proceedings having been read and considered:

It is thereupon this 24th day of November, 1941, by the Circuit Court for Anne Arundel County, State of Maryland, adjudged, ordered and decreed that the marriage of the parties to this cause, William B. Baldwin and Dorothy J. E. Baldwin, on the 13th day of August, 1941, as evidenced by the certificate of marriage filed as an exhibit in this case, be, and the same is hereby set aside and declared to be utterly null and void to all intents and purposes whatsoever, as though said marriage had never occurred.

And it is further adjudged, ordered and decreed that the Plaintiff pay the costs of this suit.

Ridgely P. Melvin,

Judge.

*Euf*

|                                    |   |                          |
|------------------------------------|---|--------------------------|
| In the Matter of the Petition of   | : | No. 8278 Equity          |
| Rebecca Brooks, as mother and next | : | In The Circuit Court For |
| of friend of Manuel Blank          | : | Anne Arundel County.     |

Mr. Clerk:

Please file and lay before the Court.

George B. Woelfel  
Solicitor for Petitioner.

Petition to change name of Manuel Blank and order of Court thereon.

Filed Nov. 21st., 1941.

To the Honorable, the Judge of said Court:

The petition of Rebecca Brooks as mother and next of friend of Manuel Blank respectfully shows:

1. That Manuel Blank, a minor, was born on March 6th, 1931, in the City of Baltimore, Maryland, as a result of the marriage of Rebecca Blank and Michael Blank.
2. That the said Michael Blank, father of the aforesaid infant, died about nine years ago and the said Rebecca Blank on the 24th day of August, 1941, became married to Jacob Brooks of Annapolis, Maryland, with whom she now resides together with the infant.
3. That both your Petitioner, who is the mother of the said infant, and the said Jacob Brooks, who is the stepfather, are eager and anxious that the said infant's name be changed to Manuel Brooks.

Wherefore, your Petitioner, prays:

1. That the name of her said infant son may be changed to Manuel Brooks.

And as in duty bound, etc.

George B. Woelfel  
Plaintiff\_ Solicitor.

Rebecca Brooks  
Petitioner.

I do hereby consent to the change of the name of the said Manuel Blank to that of Manuel Brooks.

Jacob Brooks  
Stepfather.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 17th day of November, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Rebecca Brooks and Jacob Brooks, her husband, who made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff  
Notary Public.

#### ORDER OF COURT

Upon consideration of the foregoing petition and affidavit, it is this 25th day of November, 1941, by the Circuit Court for Anne Arundel County, in equity, Adjudged, Ordered and Decreed that the name of Manuel Blank, formerly of Baltimore City, the son of Michael

Blank and Rebecca Blank, his wife, be, and the same is hereby changed from Manuel Blank to that of Manuel Brooks as is prayed in the said petition and that the said Petitioner pay the costs of these proceedings which are to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

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|                                            |   |                          |
|--------------------------------------------|---|--------------------------|
| Ex Parte in the matter of Charles F.       | : | No. 8281 Equity          |
| Giventer and Silvia Giventer, his wife and | : | In The Circuit Court For |
| Robert Giventer, an infant by Charles F.   | : | Anne Arundel County.     |
| Giventer, his father                       | : |                          |
| Mr. Clerk:                                 | : |                          |

Please file, etc.

Edward Azrael

Solicitor for Petitioners

Petition for Change of Name -- Filed Dec. 1st. 1941.

To The Honorable, The Judge Of Said Court:

The Petition of Charles F. Giventer and Sylvia Giventer, his wife, and Robert Giventer by Charles F. Giventer his father and next friend, respectfully represents unto Your Honor.

1. That they reside in North Linthicum, Anne Arundel County, Maryland and have been residents thereof for more than a year prior to the filing of this Petition.

2. That the said Charles F. Giventer and Sylvia Giventer, his wife, are adults and that Robert Giventer is an infant in the care and custody of the said Charles F. and Silvia Giventer, his parents.

3. That they desire to change their surname to "Givens" in order that they should henceforth be known as Charles F. Givens and Sylvia Givens, his wife and Robert Givens. That their reasons for desiring the change of name as aforesaid is that for the past year and a half the parties hereto have been conducting a retail business at North Linthicum, Maryland, and that the customers, apparently finding it difficult to address them by the name of "Giventer" have been calling them "Givens", and your Petitioners, therefore, have become known throughout the community as "Givens" and are so addressed by a great majority of all of those with whom they come in contact; and for the further reason that the name of "Givens" is more euphonious than that of "Giventer".

WHEREFORE YOUR PETITIONERS PRAY:

a. That an Order be passed, authorizing and directing that the name of the Petitioners herein be changed from "Giventer" to "Givens".

b. And for such other and further relief as the nature of this cause may require.

John H. Heid

Edward Azrael

Solicitor for Petitioners.

Charles F. Giventer

Sylvia Giventer

Robert Giventer

By his father and next friend,

Charles F. Giventer Petitioners.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 31st. day of October, 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Charles F. Giventer for himself and as father and next friend of Robert Giventer, and also personally appeared Sylvia Giventer and made oath in due form of law that the matters and facts contained herein are true and bona fide to the best of their information, knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

John H. Heid

Notary Public.

DECREE

Upon consideration of the foregoing Petition and Affidavit, it is this 1st day of December, 1941, by the Circuit Court of Anne Arundel County, Adjudged, Ordered, and Decreed that Charles F. Giventer, Sylvia Giventer, his wife and Robert Giventer, an infant, are hereby authorized and directed, and that their names be and are hereby changed to Charles F. Givens, Sylvia Givens, and Robert Givens.

Ridgely P. Melvin, Judge.

Lansdale G. Sasscer, Attorney

:

No. 7879 Equity

vs.

:

In The Circuit Court For

George R. Leukhardt

Agnes F. Leukhardt

:

Anne Arundel County.

Titling -- Filed Aug. 29" 1939.

Mr. Clerk:

Please docket the above styled cause and file the original mortgage from George R. Leukhardt and Agnes F. Leukhardt, his wife, to the Seat Pleasant Building & Loan Association, dated October 3rd, 1936 recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 156 at folio 65.

Lansdale G. Sasscer,

Attorney.

Mortgage -- Filed Aug. 29" 1939.

This Mortgage Made this 3rd day of October, in the year one thousand nine hundred and thirty-six by George R. Leukhardt and Agnes F. Leukhardt his wife, of Washington, D. C. Mortgagors, and The Seat Pleasant Building and Loan Association, a duly incorporated body, organized under the laws of Maryland for the purpose of landing money on Maryland real estate, etc., mortgagee, witnesseth:

Whereas, the said parties of the first part being members of The Seat Pleasant Building and Loan Association, aforesaid, to the extent of 15 shares, and as such members participating and sharing in the profits of said body corporate, have received therefrom an advance or loan of fifteen hundred Dollars, on 15<sup>1</sup>/<sub>2</sub> shares of stock held and owned by the said parties of the first part in their own right, being the par value of the same; and



Whereas, it was and is a condition precedent to said loan as hereinbefore referred to being made that the repayment thereof with premium, interest and fines as hereinafter mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual mortgage on the property hereinafter described, wherefore this mortgage is executed under, and is to be construed by the Laws of Maryland.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and One Dollar, the said parties of the first part do grant and convey unto The Seat Pleasant Building and Loan Association, the body corporate aforesaid, and its successors and assigns, the following described land and premises, situate in Anne Arundel County, State of Maryland, known and distinguished as Lots one (1), two (2) and three (3) in Block D of the subdivision known as Deale Beach as per plat thereof recorded among the land Records of Anne Arundel County in Plat Book F. S. R. No. 4 folio 22

Together with the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances, and advantages to the same belonging or in any wise appertaining.

To Have and to Hold the same, with the improvements and appurtenances aforesaid, unto the said body corporate and its assigns and successors in fee simple.

Provided, That if the said parties of the first part shall make all the payments and perform all the covenants herein on their part to be made and performed, then this mortgage shall be void.

And the said parties of the first part for themselves, their heirs, executors, administrators, and assigns, hereby covenant with The Seat Pleasant Building and Loan Association, aforesaid, and its successors and assigns, to pay and perform as follows, that is to say: To pay to the said mortgagee or its successors and assigns, at its principal office in the town of Seat Pleasant, Maryland, as dues, the sum of eighty cents per share on each and every share of stock so loaned upon, monthly, on or before the third Tuesday of each and every month, and, as a premium, the sum of twenty cents per share on each and every share of stock so loaned upon, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of 50 cents per share monthly, on or before the said third Tuesday of each month; until such time as said shares of stock so advanced or loaned upon, shall by reason of said monthly payments of eighty cents per share, together with profits thereon become paid in full; and to pay all such fines as may by the said Association, body corporate in conformity with its Articles of Association and By-Laws, be imposed upon them for any default made in the payment of said monthly dues, premium and interest; to keep the improvements on said property insured from loss by fire or tornado, for the benefit of said body corporate, to the amount of at least fifteen hundred dollars to deliver said policy to the association; to pay all taxes for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Articles of Association and By-Laws of said Association now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said loan, premium herein agreed upon, interest, fines, and all amounts paid for insurance and taxes shall by the payments made by the said parties of the first part and dividends allowed by the said Association, be paid in full, according to an account to be stated by the Secretary of said Association, in accordance with the terms of this mortgage, and the Constitution and By-Laws of said Association.

But in case the said mortgagors their heirs or assigns shall make default and fail to pay the dues, premium, interest and fines, or either or any of them, for the space of six months, or shall be in arrears to an amount equal to the sum of the dues, interest, premium and fines for six months, or shall fail to perform any one or more of the covenants herein contained, then the whole mortgage debt hereby secured shall become due and demandable; and these presents are hereby declared to be made IN TRUST, and the said mortgagee or its successors and assigns, or Lansdale G. Sasscer, as Attorney or Agent, is and are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash or upon such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her, or their heirs, personal representatives or assigns, first giving at least twenty days' notice in some newspaper published in Anne Arundel County, Maryland, and the proceeds arising from such sale to apply, FIRST, to the expenses thereof, including the usual court commissions to the party making the sale; SECONDLY, to all moneys owing hereunder, whether the same shall have then matured or not according to an account to be stated by the Secretary of said Association, and the Balance, if any, to be paid to the said mortgagors, or whoever may be entitled thereto. And it is agreed that until default be made the said mortgagors shall possess said property.

Witness, the hand and seal of the said mortgagors.

Test:

E. F. Roberson

George R. Leukhardt (Seal)

Agnes F. Leukhardt (Seal)

State of Maryland Prince George's County to wit:

I Hereby Certify, That on this 3rd day of October, in the year one thousand nine hundred and thirty-six before me the subscriber, a Notary Public, in and for the said State and County, personally appeared George R. Leukhardt and Agnes F. Leukhardt (the within-named mortgagors) and each acknowledged the foregoing mortgage to be their act.

Witness my hand and official seal on the day and date herein above written.

(Notarial Seal)

Edw. F. Roberson

Notary Public

State of Maryland, Prince George's County, To Wit:

I Hereby Certify That on this 3rd day of October in the year nineteen hundred and thirty-six, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared George N. Palmer President of The Seat Pleasant Building and Loan Association (the within-named mortgagee) and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

(Notarial Seal)

Edw. F. Roberson

Notary Public.

Lansdale G. Sasscer, Attorney

vs.

George R. Leukhardt & wife

No. 7879 Equity

In The Circuit Court For

Anne Arundel County.

Bond -- Filed & Approved this 2nd. day of Sept. 1939.--Filed Sept. 2nd., 1939

KNOW ALL MEN BY THESE PRESENTS, That we, Lansdale G. Sasscer and Agnes C. Sasscer & Ida E. Wyvill of Prince George's County are held and firmly bound unto the State of Maryland

in the full and just sum of two thousand Dollars to be paid to the State of Maryland, aforesaid, or its certain attorney to the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, personal representatives and assigns, jointly and severally firmly by these presents sealed with our seals and dated this 28 day of August 1939.

Whereas, The said Lansdale G. Sasscer is about to exercise the power of sale contained in a certain mortgage from George R. Leukhardt and Agnes F. Leukhardt to Seat Pleasant Building & Loan Association dated October 3, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 156 at folio 65, default having occurred under the terms of said mortgage.

THE CONDITION of the above obligation is such that if the said Lansdale G. Sasscer, Attorney, shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of proper jurisdiction in relation to the said mortgaged premises, then this obligation shall be void, else to be and remain in full force and virtue of law.

|                  |                            |
|------------------|----------------------------|
|                  | Lansdale G. Sasscer (Seal) |
| Gladys R. Duvall | Agnes C. Sasscer (Seal)    |
|                  | Ida E. Wyvill (Seal)       |

If the above bond were presented to me in this Court I would approve same.

|              |                                |
|--------------|--------------------------------|
|              | Brice Bowie                    |
| (Court Seal) | Clerk of the Circuit Court for |
|              | Prince George's County, Md.    |

|                               |                          |
|-------------------------------|--------------------------|
| Lansdale G. Sasscer, Attorney | No. 7879 Equity          |
| vs.                           | In The Circuit Court For |
| George R. Leukhardt and Wife  | Anne Arundel County.     |

Statement of Mortgage Claim -- Filed Nov. 29<sup>th</sup> 1940.

|                                                                            |           |
|----------------------------------------------------------------------------|-----------|
| Amount of Principal and Interest due Seat Pleasant Building Association as |           |
| of September 26, 1939                                                      | \$2425.00 |

|                                |                          |
|--------------------------------|--------------------------|
| Lansdale G. Sasscer, Attorney, | No. 7879 Equity          |
| vs.                            | In the Circuit Court for |
| George R. Leukhardt, Agnes F.  | Anne Arundel County.     |
| Leukhardt, his wife,           |                          |

Report of Sale and Order Nisi      Final Order of Ratification -- Filed Oct. 9th., 1939  
To the Honorable Judges of said Court:

The report of Lansdale G. Sasscer, Attorney, in a certain mortgage from George R. Leukhardt and Agnes F. Leukhardt, his wife, to the Seat Pleasant Building and Loan Association, dated October 3rd, 1936 and recorded among the Land Records of Anne Arundel County in Liber F A M No. 156 at folio 65, default having occurred under the terms of said mortgage, respectfully shows:

That after giving bond with surety for the faithful performance of the trust and after having complied with all other pre-requisites as required by law, default having occurred under the terms of said mortgage, and after giving notice of the time, place, manner and terms of said sale by advertisement in the Maryland Gazette, a newspaper published in Anne

Arundel County, at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door in the City of Annapolis, on Tuesday, September 26, 1939 at 2:30 P. M. o'clock, and then and there proceed to sell the said property in the manner following, that is to say;

Said Attorney did offer at public auction to the highest bidder the property mentioned in said mortgage as being Lots numbered 1, 2 and 3 in Block D of the subdivision known as Deale Beach, as per plat thereof recorded among the Land Records of Anne Arundel County in Plat Book F S R No. 4 at folio 22, and sold the same to the Seat Pleasant Building and Loan Association for the sum of Fifteen Hundred (\$1500.00) Dollars, it being at that sum the highest bidder thereof.

Lansdale G. Sasscer, Attorney.

State of Maryland Prince George's County SS:

I Hereby Certify that on this 5th day of October, 1939, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lansdale G. Sasscer, Attorney, and made oath in due form of law that the matters set forth in the foregoing report of sale are true, that he personally attended said sale, and that said sale was fairly made.

Witness my hand and notarial seal.

(Notarial Seal)

Ida E. Wyvill

Notary Public.

ORDER NISI

Ordered by the Circuit Court for Anne Arundel County, Maryland, this 9th day of October, 1939, that the sale made and reported by Lansdale G. Sasscer, Attorney, be ratified and confirmed unless cause to the contrary be shown on or before the 10th., day of November, 1939; provided a copy of this order be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of three successive weeks before the 10th., day of November, 1939.

The report of sale shows the amount of the sale to be Fifteen Hundred (\$1500.00) Dollars.

John H. Hopkins, 3rd., Clerk of the  
Circuit Court for Anne Arundel County, Md.

Certificate of Publication

Annapolis, Md., Nov. 25, 1939.

We hereby certify, that the annexed Order Nisi - Sale - Lansdale G. Sasscer, Atty., vs. George R. Leukhardt, & wife - Equity No. 7879 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of November, 1939. The first insertion being made the 12th day of October, 1939.

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

Ordered By The Court, This 13th day of September, 1940 that the sale made and reported by the Attorney, aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions

and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin , Judge.

Lansdale G. Sasscer, Attorney

No. 7879 Equity

vs.

In The Circuit Court For

George R. Leukhardt and Wife

Anne Arundel County

Auditor's Report and Account -- Filed Nov. 29th., 1940

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Lansdale G. Sasscer, Attorney, vs. George R. Leukhardt and Wife in ac. with

Lansdale G. Sasscer, Attorney.

|                             |    |    |       |
|-----------------------------|----|----|-------|
| To Attorney for commissions | \$ | \$ | 76.50 |
|-----------------------------|----|----|-------|

To Attorney for Court costs, viz:

|                                        |             |       |
|----------------------------------------|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 11.30       |       |
| Auditor                                | <u>9.00</u> | 30.30 |

To Attorney for Expenses, viz:

|                                          |            |       |
|------------------------------------------|------------|-------|
| Capital-Gazette Press - advertising sale | 22.00      |       |
| order nisi on                            |            |       |
| Capital-Gazette Press - report of sale   | 5.00       |       |
| order nisi on                            |            |       |
| Capital-Gazette Press - auditor's acct.  | 5.00       |       |
| George W. Scible - auctioneer            | 10.00      |       |
| One-half Federal revenue stamps          | .83        |       |
| One-half State revenue stamps            | .75        |       |
| Ida E. Wyvill - notary fee               | <u>.50</u> | 44.08 |

To Attorney for Taxes, viz:

|                                           |              |       |
|-------------------------------------------|--------------|-------|
| 1938 State and County taxes               | 46.54        |       |
| 1939 State and County taxes (\$44.35-adj) | <u>32.68</u> | 79.22 |

To Seat Pleasant Building Association, mortgagee - this balance on account mortgage claim

1,269.90

\$1,500.00

Amount of mortgage claim filed \$2,425.00

Cr. Amount allowed as above 1,269.90

Balance subject to decree in <sup>personam</sup> \$1,155.10

Cr. Sept. 26, 1930 Proceeds of Sale

\$1,500.00

ORDER NISI

Ordered, This 29th. day of November, 1940, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 31st., day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st., day of December next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., Jan. 20, 1941

We hereby certify, that the annexed Order Nisi - Equity #7879 - Auditor's Acct. George R. Leukhardt was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of December, 1940. The first insertion being made the 5th day of December, 1940.

The Capital-Gazette Press, Inc.

By Lydia S. Griscom

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 10th., day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                         |   |                          |
|-----------------------------------------|---|--------------------------|
| Mary Simpers George, Unmarried,         | : | No. 8283 Equity          |
| 1905 McKean Avenue, Balto., Md.         | : | In The Circuit Court For |
| Margaret J. Ware, Widow,                | : | Anne Arundel County      |
| Randallstown, Md.                       | : |                          |
| J. Calvin Carney, Administrator         | : |                          |
| of the Estate of Miriam Selby           | : |                          |
| Keller, deceased,                       | : |                          |
| 3 E. Lexington St., Balto., Md.         | : |                          |
| J. Calvin Carney, Administrator of the  | : |                          |
| Estate of Minnie Burton Bean, deceased; | : |                          |
| 3 E. Lexington St., Balto., Md.         | : |                          |
| J. Calvin Carney, Administrator c.t.a.  | : | In The                   |
| of the Estate of William Sellman        | : | Circuit Court No. 2      |
| Selby, Sr., deceased,                   | : | of                       |
| 3 E. Lexington St., Balto., Md.         | : | Baltimore City.          |
| Marylynn E. Bean, Infant, by            | : |                          |
| Agnes Claire Frantz, her sister         | : |                          |
| and next friend,                        | : |                          |
| c/o Messrs, Cassler & Ruppenthal,       | : |                          |
| McPherson, Kansas.                      | : |                          |

Joyce Arbella Bean, Infant, by  
 Arville F. Bean, her Mother and  
 next friend,  
 c/o Messrs. Cassler & Ruppenthal,  
 McPherson, Kansas,

Plaintiffs

VS.

Andrew W. Beveridge, Widower,  
 3003 Presstman St., Balto., Md.

Emily Beveridge Billmyer and  
 Wilbur L. Billmyer, her husband,  
 3411 Milford Ave., Balto., Md.

Laura Burton, Unmarried,  
 5235 Reisterstown Rd., Balto., Md.

Ella G. Cox, Widow,  
 201 Montrose Ave., Catonsville, Md.

Blanche L. Curley and  
 William E. Curley, her husband,  
 Randallstown, Md.

Miriam Elizabeth S. Dew and  
 J. E. Dew, her husband,  
 166 Caroline Ave., Portsmouth, Va.

Clara Emmart, Widow,  
 Woodlawn, Md.

Edith J. Frederick, Widow,  
 5719 Cole St., Westhampton,  
 Richmond, Va.

Archie W. George, Widower,  
 150 W. Euclid Avenue, Detroit, Michigan

Agnes M. Haines and  
 Guy Burgett Haines, her husband,  
 5235 Reisterstown Road, Baltimore, Md.

Frances Russell Henry and  
 M. Frank Henry, her husband, Hurlock, Md.

Grace Selby Houck, Widow,  
 1740 N. Broadway, Baltimore, Md.

Dorothy Selby Howard and  
 Whitner Howard, her husband,  
 198 Ponce de Leon Avenue,  
 Apartment E-8, Atlanta, Ga.

Edward T. Jean, Unmarried,  
 1027 - 140 Dearborn St., Chicago, Illinois  
 Sally Lucas Jean, Unmarried,  
 200 Fifth Avenue, New York City, N. Y.

No. 8283 Equity  
 In the Circuit Court for  
 Anne Arundel County

In The  
 Circuit Court No. 2  
 of  
 Baltimore City.

Stanley Gary Jean and :  
 Frances Pannebecker Jean, his wife :  
 1420 State Street, Harrisburg, Pa. :  
 Maude T. Keller, Divorced, :  
 622 W. 136th Street, :  
 New York City, N. Y. :  
 Ross M. Lynch and :  
 Ethel G. Lynch, his wife, :  
 Randallstown, Maryland :  
 Hilda Russell McGee and :  
 William J. McGee, her husband, :  
 Hurlock, Maryland :  
 Bertha Russell W. Ott and :  
 Frederick Howard Ott, her husband :  
 4103 Rollins Avenue, Balto., Md. :  
 Ernest L. Russell and :  
 Alice Frey Russell, his wife, :  
 Woodlawn, Maryland :  
 Ruth B. Savage and :  
 John W. Savage, her husband, :  
 3003 Presstman Street, Balto., Md. :  
 Richard Alex. Selby, Unmarried, :  
 5226 Rolfe Avenue, Norfolk, Va. :  
 William S. Selby, Jr., and :  
 Bertha M. Selby, his wife, :  
 5226 Rolfe Avenue, Norfolk, Va. :  
 Lee Hartman Selby and :  
 Louise E. Selby, his wife, :  
 Staunton, Virginia :  
 Alvin F. Sipes and :  
 Blanche L. Sipes, his wife, :  
 Phoenix, Maryland :  
 Roy M. Sipes and :  
 Elma Sipes, his wife, :  
 1735 New Hampshire Avenue, Wash.D.C. :  
 John J. Timanus and :  
 Beulah Timanus, his wife, :  
 Towson, Maryland :  
 Ernest L. Timanus, Unmarried, :  
 Woodlawn, Maryland :  
 Mollie Windsor and :  
 Vernon Windsor, her husband :  
 Woodlawn, Maryland. :

No. 8283 Equity  
 In The Circuit Court For  
 Anne Arundel County

In The  
 Circuit Court No. 2  
 of  
 Baltimore City.



|                                        |   |                          |
|----------------------------------------|---|--------------------------|
| Gerald S. Bean and                     | : | No. 8283 Equity          |
| Mae Bean, his wife,                    | : | In The Circuit Court For |
| P.O. Box 148, Burney, Calif.           | : | Anne Arundel County      |
| Wilbur L. Bean and                     | : |                          |
| Vivian Bean, his wife,                 | : |                          |
| 516 W. Canon Perdido,                  | : |                          |
| Santa Barbara, California              | : |                          |
| Agnes Claire Frantz and                | : |                          |
| Harry F. Frantz, her husband,          | : |                          |
| 105 S. Santa Fe, Atchison, Kansas      | : |                          |
| Leah E. Paris and                      | : |                          |
| William Paris, her husband,            | : | In The                   |
| 1929 S. Gilpin, Denver, Colorado       | : | Circuit Court No. 2      |
| Ruth B. Savage, Administratrix         | : | of                       |
| of the Personal Estate of Emma         | : | Baltimore City.          |
| Augusta Beveridge, deceased,           | : |                          |
| 3003 Presstman Street, Balto., Md. and | : |                          |
| Hilda Russell McGee, Administratrix    | : |                          |
| of the Personal Estate of              | : |                          |
| Fannie Russell, deceased, Hurlock, Md. | : |                          |
| Defendants.                            |   |                          |

Certified Copy from Circuit Court No. 2 Baltimore City, Md. --Filed Dec. 10th., 1941

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Mary Simpers George, Margaret J. Ware, J. Calvin Carney, Administrator of the Estate of Miriam Selby Keller, deceased, J. Calvin Carney, Administrator of the Estate of Minnie Burton Bean, deceased, J. Calvin Carney, Administrator of the Estate of William Sellman Selby, Sr., deceased, Marylynn E. Bean, Infant, by Agnes Claire Frantz, her sister and next friend, and Joyce Arbella Bean, Infant, by Arville F. Bean, her Mother and next friend, by J. Calvin Carney, their Solicitor, respectfully shows:

1. That John Selby George died November 9th, 1937 in Calvert County, Maryland, a resident of said Calvert County, Maryland, intestate, leaving surviving him as his sole heirs at law, next of kin and distributees, the following persons:

- |                                    |   |                                |
|------------------------------------|---|--------------------------------|
| (1) Ross E. Lynch                  | : | Children of Annie Lynch        |
| residing in Baltimore County, Md.  | : | deceased, who was a            |
| (2) Blanche L. Curley              | : | sister of John S. George,      |
| residing in Baltimore County, Md., | : | father of John Selby           |
|                                    | : | George.                        |
| (3) Mary S. George                 | : |                                |
| residing in Baltimore City, Md.    | : | Daughter of Frank W. George,   |
|                                    | : | deceased, who was a brother of |
| (4) Roy M. Sipes                   | : | John S. George, father of John |
| residing in Washington, D. C.      | : | Selby George.                  |
| (5) Alvin F. Sipes                 | : |                                |
| residing in Baltimore County, Md.  | : | Children of Emily Sipes,       |
| (6) Emma Augusta Beveridge         | : | deceased, who was a sister     |
| residing in Baltimore City, Md.    | : | of John S. George, father of   |
|                                    | : | John Selby George.             |

- |                                                              |   |                                                                                                                  |
|--------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------|
| (7) Edith J. Frederick<br>residing in Richmond, Va.          | : | Children of Ella Jean,<br>deceased, who was a sister<br>of John S. George, father<br>of John Selby George.       |
| (8) Edward Thornton Jean<br>residing in Chicago, Ill.        | : |                                                                                                                  |
| (9) Clara V. Emmart<br>residing in Baltimore County, Md.     | : | Heirs Nos. 9 to 14, in-<br>clusive, being the                                                                    |
| (10) Fannie Russell<br>residing in Baltimore City, Md.       | : | children of Mary George                                                                                          |
| (11) Ella G. Cox<br>residing in Baltimore Co., Md.           | : | Timanus, deceased, who<br>was a sister of John S.                                                                |
| (12) Mollie S. Windsor<br>residing in Baltimore County, Md.  | : | George, father of John                                                                                           |
| (13) John J. Timanus<br>residing in Baltimore County, Md.    | : | Selby George.                                                                                                    |
| (14) Ernest L. Timanus<br>residing in Baltimore County, Md.  | : |                                                                                                                  |
| (15) Archie W. George<br>residing in Detroit, Michigan       | : | Son of William E. George, de-<br>ceased, who was a brother of<br>John S. George, father of<br>John Selby George. |
| (16) Margaret J. Ware<br>residing in Baltimore County, Md.   | : | Children of Emily W.<br>Selby, deceased, who was<br>a sister of Maggie Selby,<br>mother of John Selby<br>George. |
| (17) Stanley G. Jean<br>residing in Harrisburg, Pa.          | : |                                                                                                                  |
| (18) Sally Lucas Jean<br>residing in New York City, N. Y.    | : |                                                                                                                  |
| (19) Miriam Selby Keller<br>residing in New York City, N. Y. | : | Children of John Selby,<br>deceased, who was a<br>brother of Maggie Selby,<br>mother of John Selby<br>George.    |
| (20) Dorothy Selby Howard<br>residing in Atlanta, Ga.        | : |                                                                                                                  |
| (21) William S. Selby<br>residing in Norfolk, Va.            | : | Children of Richard<br>Selby, deceased, who was<br>a brother of Maggie Selby,<br>mother of John Selby<br>George. |
| (22) Grace Selby Houck<br>residing in Baltimore City, Md.    | : |                                                                                                                  |
| (23) Agnes M. Haines<br>residing in Baltimore City, Md.      | : | Children of Mollie<br>Selby, deceased, who<br>was a sister of Maggie<br>Selby, mother of John<br>Selby George.   |
| (24) Laura Burton<br>residing in Baltimore City, Md.         | : |                                                                                                                  |
| (25) Minnie Burton Bean<br>residing in McPherson, Kansas     | : |                                                                                                                  |

all of said persons being first cousins of said decedent.

2. That Mary S. George and Margaret J. Ware were appointed Administratrices of the Personal Estate of John Selby George, by the Orphans' Court of Calvert County, Maryland, as will more fully appear by a certified copy of Letters of Administration filed herewith as part hereof marked "Plaintiffs' Exhibit No. 1"; that the requisite notice to creditors has been given in said Estate and all the debts of said deceased have been fully paid and satisfied and the Personal Estate has been fully administered.

3. That said John Selby George, at the time of his death, owned and was seized of the following fee simple properties located in the State of Maryland:

(a) Baltimore City:

All that fee simple property located in Baltimore City known as No. 1533 Myrtle Avenue and described as follows:

Beginning for the same on the East side of Myrtle Avenue (formerly Chatsworth Street) at the distance of two hundred and six feet Northerly from the Northeast corner of Smith Street and Myrtle Avenue and running thence Northerly binding on the East side of Myrtle Avenue twenty-two feet to Lot No. 11 on Plat filed in the case of J. Dean Smith, et al. vs. Ann Eliza Rogers, et al. in the Circuit Court of Baltimore City, thence Easterly parallel with Smith Street one hundred and forty feet to Shields Alley, thence Southerly binding on the West side of Shields Alley twenty-two feet on Lot No. 9 on the Plat aforesaid, thence Westerly parallel with Smith Street and binding on Lot No. 9 aforesaid one hundred and forty feet to the place of beginning. Being Lot No. 10 on said plat and being now known as No. 1533 Myrtle Avenue.

Said property being improved by a three story brick building used as a Garage and second hand automobile shop.

Being the same property described in the following Deeds:

(1) Deed from A. W. George to John Selby George dated June 8th., 1937 and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5736, folio 466;

(2) Deed from John J. Timanus, Administrator d.b.n. to John Selby George dated June 23, 1937 and recorded among said Land Records in Liber S. C. L. No. 5736, folio 466;

(3) Deed from Mary T. Fitzsimmons to John Selby George dated June 25, 1937 and recorded among said Land Records in Liber S. C. L. No. 5736, folio 467, etc.

(b) Baltimore County:

(1) Reversion and annual ground rent of \$45.00 payable out of No. 205 St. Helena Avenue, St. Helena, Baltimore County, described as follows:

Beginning for the same on the south side of St. Helena Avenue at the distance of one hundred and eighty-seven and twenty-nine one-hundredths feet westerly from the corner formed by the intersection of the south side of St. Helena Avenue and the West side of Willow Spring Avenue, which place of beginning is at a point in line with the center of a partition wall there situate; running thence westerly, binding on the south side of St. Helena Avenue, fourteen and seventy-five one-hundredths feet to a point in line with the center of another partition wall there situate; thence southerly, through the center of the last mentioned partition wall and continuing the same course, in all, parallel with Central Avenue, one hundred and forty-five feet to the north side of an alley ten feet wide; thence easterly, binding on the north side of said alley, with the use thereof in common with others, fourteen and seventy-five one-hundredths feet; thence northerly and through the center of the first mentioned partition wall and parallel with Central Avenue, one hundred and forty-five feet to the place of beginning. The improvements on said property being known as No. 205 St. Helena Avenue.

(2) Reversion and annual ground rent of \$45.00 payable out of No. 207 St. Helena Avenue, St. Helena, Baltimore County, described as follows:

Beginning for the same on the south side of St. Helena Avenue, at the distance of two hundred and two and four one-hundredths feet westerly from the corner formed by the intersection of the south side of St. Helena Avenue and the west side of Willow Spring Avenue, which place of beginning is at a point in line with the center of a partition wall there situate; running thence westerly, binding on the south side of St. Helena Avenue fourteen

and seventy-five one-hundredths feet to a point in line with the center of another partition wall there situate; thence southerly, through the center of the last mentioned partition wall and continuing the same course, in all, parallel with Central Avenue, one hundred and forty-five feet to the north side of an alley ten feet wide; thence easterly, binding on the north side of said alley, with the use thereof in common with others, fourteen and seventy-five one-hundredths feet; thence northerly and through the center of the first mentioned partition wall and parallel with Central Avenue, one hundred and forty-five feet to the place of beginning. The improvements on said property being known as No. 207 St. Helena Avenue.

Being the same reversions and annual rents which John Selby George acquired by virtue of a Deed from Title Guarantee and Trust Company, a corporation, to J. Selby George, dated February 3rd, 1922 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 550, folio 312, etc., being the second and third lots in said deed described. Each of said rents being payable in equal semi-annual installments on the fifteenth days of January and July in each and every year.

(3) An undivided one-half interest in a reversion and annual ground rent of \$1858.01 (originally \$2205.31 and reduced by releases to said sum of \$1858.01) issuing and payable out of a tract of land known as "Richland" on the Northeast side of Liberty Road and described as follows:

Beginning for the same in the center of the Liberty Turnpike Road at the beginning of the easternmost line of the Deed from William E. George, et al. to Susie C. McClure bearing date October 20, 1919 and recorded among the Land Records of said County in Liber W.P.C. No. 524, folio 369, and running with said last line North 51 degrees 1 minute East 1101 feet and 9 inches to a white oak stump, thence with the outlines of the entire tract the five following courses and distances, North 88 degrees 39 minutes East 463 feet 9 inches to a stone North 15 degrees 15 minutes East 165 feet to a stone North 1 degree 24 minutes West 618 feet 9 inches to a stone North 2 degrees 2 minutes West 1147 feet to a stone and North 26 degrees 22 minutes West 974 feet 2 inches to the center of the Milford Mill Road; thence along the center of said road the six following courses and distances: South 72 degrees 16 minutes West 340 feet South 89 degrees 16 minutes West 486 feet South 73 degrees 45 minutes West 184 feet 6 inches South 70 degrees 40 minutes West 147 feet South 53 degrees 40 minutes West 125 feet South 60 degrees 40 minutes, West 312 feet 6 inches and South 84 degrees 53 minutes West 178 feet 9 inches thence reversing the North 1 degree 20 minutes East 895.7 feet line of the land described in the Deed from William E. George to Gwilyd A. Webster and wife dated June 2, 1919 and recorded among said Land Records in Liber W.P.C. 512, folio 184, and reversing the North 1 degree 20 minutes East 37.7 foot line of the land described in the Deed from William E. George, et al. to Clarence E. Paine and wife dated October 20, 1919 and recorded among the Land Records in Liber W.P.C. No. 524 folio 536, South 11 minutes West 933 feet 5 inches to a stake; thence reversing the North 47 degrees 30 minutes East 1455.08 feet line of the tract described in said last mentioned Deed South 45 degrees 8 minutes West 1455 feet 10 inches to -- the center of said Liberty Turnpike Road and thence in the center thereof South 59 degrees 20 minutes East 2130 feet 7 inches to the place of beginning. Containing 162 acres more or less.

Saving and excepting, however, the following conveyances thereout (with the amount of reductions of rent as shown) being redemptions in accordance with the terms of the Lease:

(a) Deed from A. W. George, et al, to Edward S. Choate, dated February 3, 1922 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 549, folio 291. Lots 26, 27, 50 and 51. Rent reduced to extent of \$27.55.

(b) Deed from A. W. George, et al. to Edward S. Choate, dated February 3, 1922 and recorded in Liber W. P. C. No. 551, folio 452. All of lots 5, 6, and 7 and Easternmost 1/2 of lots 58, 59 and 60. Rent reduced to extent of \$30.99.

(c) Deed from Archie W. George, unmarried, et al. to Edward S. Choate, dated May 28, 1922 and recorded in Liber W. P. C. No. 562, folio 552. Lots 322 and 320-A and 321-A. Rent reduced to extent of \$22.66.

(d) Deed from Archie W. George, unmarried, et al. to Edward S. Choate, dated May 28, 1922 and recorded in Liber W. P. C. No. 557, folio 189. Lots 223, 224, and 225, 246-A, 247-A and 248-A. Rent reduced to extent of \$30.99.

(e) Deed from Archie W. George, unmarried, et al. to Edward S. Choate, dated May 2nd, 1923, and recorded in Liber W. P. C. No. 573, folio 221. Lots 3 and 4 and the Northwest 1/2 of lots 61, 62, 63 and 64. Lots 14, 15 and 16 and Northwest 1/2 of lots 17, 18, 19, 20 and 21. Lot 235 and Northwest 1/2 of lots 234, 232 and 231. Lots 230, 8, 9 and 10. Rent reduced to extent of \$133.24.

(f) Deed from Archie W. George, unmarried, et al. to Edward S. Choate, dated April 17, 1923 and recorded in Liber W. P. C. No. 573, folio 217. Lot 233 and the Southeast 1/2 of lots 17, 18, 19, 20, and 21. Lots 1 and 2 and the Southeast 1/2 of portion of lots 61, 62, 63 and 64. Rent reduced to extent of \$101.87.

Said property being unimproved.

For title see Lease from William E. George, et al. to Isabel R. Dunphy dated June 23, 1920 and recorded among said Land Records in Liber W. P. C. No. 523, folio 594, etc.

(c) ANNE ARUNDEL COUNTY:

All that tract of land located in the Third Election District of Anne Arundel County, Maryland, and comprising all that tract of land lying on the North side of the present County Road leading to Pasadena and to the Boulevard, containing 94 acres more or less as computed from the survey of J. Carson Bousch, Surveyor of said County dated July 27, 1922 and shown upon the Plat attached as part of the Deed from Elizabeth Bond, widow, et al. to John Selby George dated June 28th, 1923 and recorded in Liber W. N. W. No. 61, folio 247. For Plat see Plat Book W. M. B. No. 1, folio 37.

Saving and excepting therefrom, however, the following conveyances:

1. Deed from John Selby George to Thomas L. Beatty and Amy J. Beatty, his wife, dated June 9th 1926 and recorded in Liber W. M. B. No. 25, folio 237. Lot 4.

2. Deed from John Selby George to Alton J. Yockel and Flora E. Yockel, his wife, dated July 2nd., 1932 and recorded in Liber F. S. R. No. 105, folio 329. Lot 52.

3. Deed from John Selby George, single, to Clark J. Rainey, dated September 26th, 1933 and recorded in Liber F. S. R. No. 118, folio 79. Lots 50 and 51.

4. Deed from J. Selby George, unmarried, to S. Moody Peacock, dated September 30, 1933 and recorded in Liber F. S. R. No. 117, folio 359. Lots 70 and 73.

5. Deed from John Selby George, bachelor, to Rev. Charles S. Harrison, et al. dated March 2nd, 1934 and recorded in Liber F. S. R. No. 120, folio 347. Lot 53.

All the above property is unimproved with the exception of a small frame shingle bungalow.

4. That said heirs of John Selby George, through their attorney, J. Calvin Carney, contracted to sell the fee simple property No. 1533 Myrtle Avenue, Baltimore, Maryland, heretofore described, unto Charles Dioguardi, at and for the sum of Twenty-Five Hundred Dollars (\$2500.00) as will more fully appear by the original contract attached hereto as part hereof marked "Plaintiffs' Exhibit No. 2";

5. That said heirs of John Selby George, through their attorney, J. Calvin Carney, contracted to sell in fee simple, part of the tract of ground located at Pasadena, Anne Arundel County, Maryland, improved by said bungalow, unto William H. Kirby and Dorothy E. Kirby, his wife, for the sum of Twenty-Three Hundred Dollars (\$2300.00) as will more fully appear from said original contract, as amended, which is attached hereto as part hereof marked "Plaintiffs' Exhibit No. 3".

6. That said heirs of John Selby George, through J. Calvin Carney, their attorney, contracted to sell the one-half interest in the said reversion and annual rent payable out of unimproved tract on the Liberty Road, Baltimore County, Maryland, unto Archie W. George, at and for the sum of \$9475.00, as will more fully appear by the original contract, as modified, attached hereto as part hereof marked "Plaintiffs' Exhibit No. 4".

7. That collections have been made of certain sums received under the contracts for the sale of 1533 Myrtle Avenue, Bungalow at Pasadena, Anne Arundel County, and also from the reversions and annual rents located as aforesaid, on Liberty Road and 205 and 207 St. Helena Avenue, Baltimore County; and said reversions and annual rents or some of them are in arrears.

8. That since the death of said John Selby George the following heirs of said John Selby George, deceased, have also departed this life leaving surviving them the following heirs and next of kin:

(a) Fannie Russell, a resident of Baltimore City, State of Maryland, who died on March 27th 1938 intestate, leaving surviving her as her sole heirs at law, next of kin and distributees the following:

- (1) Bertha Russell W. Ott, daughter, 4103 Rollins Ave., Balto., Md.
- (2) Ernest L. Russell, son, Liberty Road, Woodlawn, Md.
- (3) Hilda Russell McGee, daughter, Hurlock, Maryland.
- (4) Frances Russell Henry, daughter, Hurlock, Maryland.

That Hilda Russell McGee was appointed Administratrix of the Personal Estate of said Fannie Russell, deceased, by the Orphans' Court of Baltimore City, and Notice to Creditors in said Estate has been duly given and has expired.

(b) William S. Selby, a resident of Norfolk, Virginia, who died March 12th, 1940, testate, leaving surviving him as his legatees and devisees the following:-

- (1) Richard Alex. Selby, son, 5226 Rolfe Avenue, Norfolk, Va.
- (2) William S. Selby, Jr., son, 5226 Rolfe Avenue, Norfolk, Va.
- (3) Lee Hartman Selby, son, Staunton, Virginia.
- (4) Miriam Elizabeth Dew, daughter, 166 Carolina Ave., Portsmouth, Va.

A Copy of said Will of William S. Selby is filed herewith as part hereof, marked "Plaintiffs' Exhibit No. 5"; that William Sellman Selby, Jr., was appointed Executor of the Last Will and Testament and Codicil of William Sellman Selby, Sr., which Will and Codicil have been duly admitted to probate and are now of record in the Clerk's Office of the Circuit Court of Norfolk, Va.; a certified copy of said Will has been filed with the Register of Wills for Baltimore City and J. Calvin Carney was appointed Administrator c.t.a. by the Orphans' Court of Baltimore City and Notice to Creditors in said Estate (Real Estate Only) has been duly given and has expired.

(c) Emma Augusta Beveridge, a resident of Baltimore City, State of Maryland, who died on June 11th, 1940, intestate, leaving surviving her as her sole heirs at law, next of kin and distributees the following:

- (1) Andrew W. Beveridge, husband, 3003 Presstman St., Baltimore, Md.
- (2) Emily Beveridge Billmyer, daughter, 3411 Milford Ave., Baltimore, Md.
- (3) Ruth B. Savage, daughter, 3003 Presstman St., Baltimore, Md.

That Ruth B. Savage was appointed Administratrix of the Estate of said Emma Augusta Beveridge, deceased, by the Orphans' Court of Baltimore City, and Notice to Creditors in said Estate has been duly given and has expired.

(d) Minnie Burton Bean, a resident of McPherson, Kansas, ----- who died at Kansas City, Missouri, intestate, on September 3rd., 1940, leaving surviving her as her sole heirs at law, next of kin and distributees the following:

- (1) Gerald S. Bean, son, P.O. Box 148, Burney, California.
- (2) Wilbur L. Bean, son, 516 W. Canon Perdido, Santa Barbara, California.
- (3) Agnes Claire Frantz, daughter, 105 S. Santa Fe, Atchison, Kansas.
- (4) Leah E. Paris, daughter, 1929 S. Gilpin, Denver, Colo.
- (5) Marylynn E. Bean, daughter, 105 S. Santa Fe, Atchison, Kansas.
- (6) Joyce Arbella Bean, granddaughter, 2811 Latawah, Spokane, Washington.

That Adrian M. Smith was appointed Administrator of the Estate of Minnie Burton Bean by the Probate Court of McPherson County, Kansas; and J. Calvin Carney was granted Ancillary Letters of Administration by the Orphans' Court of Baltimore City and Notice to Creditors in said Estate (Real Estate Only) has been duly given and will expire July 17th, 1941;

(e) Miriam Selby Keller, a resident of New York City, N. Y., who died on December 4th, 1940, intestate, leaving surviving her as her sole heirs at law, next of kin and distributees the following:

- (1) Maude T. Keller, daughter, 622 W. 126th St., New York City, N. Y.

That J. Calvin Carney was appointed Administrator of the Estate of Miriam Selby Keller by the Orphans' Court of Baltimore City, and Notice to Creditors in said Estate (Real Estate Only) has been duly given and will expire July 17th, 1941.

9. That the aforesaid properties herein described are now owned by the following persons as tenants in common in the following proportions and shares:

| <u>Heir</u>                                                      | <u>Child of</u>                                                                    | <u>Interest</u> |
|------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------|
| (1) Ross E. Lynch<br>(whose wife is Ethel<br>G. Lynch)           | Annie Lynch, deceased,<br>sister of John S. George,<br>Father of John Selby George | 1/25            |
| (2) Blanche L. Curley<br>(whose husband is<br>William E. Curley) | Same                                                                               | 1/25            |

| <u>Heir</u>                                                                        | <u>Child of</u>                                                                                      | <u>Interest</u>                                       |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| (3) Mary Simperts George<br>(Unmarried)                                            | Frank W. George, deceased,<br>who was a brother of<br>John S. George, father<br>of John Selby George | $\frac{1}{25}$                                        |
| (4) Roy M. Sipes<br>(whose wife is<br>Elma Sipes)                                  | Emily Sipes, deceased,<br>sister of John S. George,<br>father of John Selby George                   | $\frac{1}{25}$                                        |
| (5) Alvin F. Sipes<br>(whose wife is<br>Blanche L. Sipes)                          | Same                                                                                                 | $\frac{1}{25}$                                        |
| (6) Following heirs of<br>Emma Augusta Beveridge,<br>now deceased:                 | Same                                                                                                 |                                                       |
| (a) Andrew W. Beveridge,<br>(husband)                                              |                                                                                                      | $\frac{1}{3}$ of<br>$\frac{1}{25}$ or $\frac{1}{75}$  |
| (b) Emily Beveridge Billmyer<br>daughter, (whose husband<br>is Wilbur L. Billmyer) |                                                                                                      | $\frac{1}{3}$ of<br>$\frac{1}{25}$ or $\frac{1}{75}$  |
| (c) Ruth B. Savage, daughter,<br>(whose husband is<br>John W. Savage)              |                                                                                                      | $\frac{1}{3}$ of<br>$\frac{1}{25}$ or $\frac{1}{75}$  |
| (7) Edith J. Frederick,<br>(Widow)                                                 | Ella Jean, deceased,<br>sister of John S. George,<br>Father of John Selby George                     | $\frac{1}{25}$                                        |
| (8) Edward Thornton Jean<br>(Unmarried)                                            | Same                                                                                                 | $\frac{1}{25}$                                        |
| (9) Clara V. Emmart,<br>(Widow)                                                    | Mary George Timanus,<br>deceased, sister of<br>John S. George, father<br>of John Selby George        | $\frac{1}{25}$                                        |
| (10) Following heirs of<br>Fannie Russell, now<br>deceased:                        | Mary George Timanus,<br>deceased, sister of John<br>S. George, father of<br>John Selby George        |                                                       |
| (a) Frances Russell Henry<br>(whose husband is<br>M. Frank Henry)                  |                                                                                                      | $\frac{1}{4}$ of<br>$\frac{1}{25}$ or $\frac{1}{100}$ |
| (b) Hilda Russell McGee<br>(whose husband is<br>William J. McGee)                  |                                                                                                      | $\frac{1}{4}$ of<br>$\frac{1}{25}$ or $\frac{1}{100}$ |
| (c) Bertha Russell W. Ott<br>(whose husband is<br>Frederick Howard Ott)            |                                                                                                      | $\frac{1}{4}$ of<br>$\frac{1}{25}$ or $\frac{1}{100}$ |
| (d) Ernest L. Russell<br>(whose wife is<br>Alice Frey Russell)                     |                                                                                                      | $\frac{1}{4}$ of<br>$\frac{1}{25}$ or $\frac{1}{100}$ |
| (11) Ella G. Cox, Widow                                                            | Same                                                                                                 | $\frac{1}{25}$                                        |
| (12) Mollie S. Windsor<br>(whose husband is<br>Vernon Windsor)                     | Same                                                                                                 | $\frac{1}{25}$                                        |
| (13) John J. Timanus<br>(Whose wife is<br>Beulah Timanus)                          | Same                                                                                                 | $\frac{1}{25}$                                        |
| (14) Ernest L. Timanus<br>(Unmarried)                                              | Same                                                                                                 | $\frac{1}{25}$                                        |
| (15) Archie W. George<br>(Widower)                                                 | William E. George,<br>brother of John S.<br>George, father of<br>John Selby George                   | $\frac{1}{25}$                                        |
| (16) Margaret J. Ware<br>(Widow)                                                   | Emily W. Selby, deceased,<br>sister of Maggie Selby,<br>mother of John Selby George                  | $\frac{1}{25}$                                        |



| <u>Heirs</u>                                                                                       | <u>Child of</u>                                                                     | <u>Interest</u>         |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------|
| (17) Stanley G. Jean<br>(whose wife is<br>Frances Pannebecker Jean)                                | Same                                                                                | 1/25                    |
| (18) Sally Lucas Jean<br>(Unmarried)                                                               | Same                                                                                | 1/25                    |
| (19) Following heirs of<br>Miriam Selby Keller,<br>now deceased:                                   | John Selby, deceased,<br>brother of Maggie Selby,<br>mother of John Selby George    |                         |
| (a) Maude T. Keller<br>(Divorced)                                                                  |                                                                                     | 1/25                    |
| (20) Dorothy Selby Howard<br>(whose husband is<br>Whitner Howard)                                  | John Selby, deceased,<br>brother of Maggie Selby,<br>mother of John Selby George    | 1/25                    |
| (21) Following heirs of<br>William S. Selby,<br>now deceased:                                      | Richard Selby, deceased,<br>brother of Maggie Selby,<br>mother of John Selby George |                         |
| (a) Miriam Elizabeth S.<br>Dew (whose husband<br>is J. E. Dew)                                     |                                                                                     | 1/4 of<br>1/25 or 1/100 |
| (b) Richard Alex. Selby,<br>(Unmarried)                                                            |                                                                                     | 1/4 of<br>1/25 or 1/100 |
| (c) William S. Selby, Jr.<br>(whose wife is<br>Bertha M. Selby)                                    |                                                                                     | 1/4 of<br>1/25 or 1/100 |
| (d) Lee Hartman Selby<br>whose wife is<br>Louise E. Selby)                                         |                                                                                     | 1/4 of<br>1/25 or 1/100 |
| (22) Grace Selby Houck<br>(Widow)                                                                  | Same                                                                                | 1/25                    |
| (23) Agnes M. Haines<br>(whose husband is<br>Guy Burgett Haines)                                   | Mollie Selby, deceased,<br>sister of Maggie Selby,<br>mother of John Selby George   | 1/25                    |
| (24) Laura Burton (unmarried)                                                                      | Same                                                                                | 1/25                    |
| (25) Following heirs of<br>Minnie Burton Bean,<br>now deceased:                                    | Same                                                                                |                         |
| (a) Gerald S. Bean,<br>(whose wife is Mae Bean)                                                    |                                                                                     | 1/6 of<br>1/25 or 1/150 |
| (b) Wilbur L. Bean<br>(whose wife is Vivian Bean)                                                  |                                                                                     | 1/6 of<br>1/25 or 1/150 |
| (c) Agnes Claire Frantz<br>(whose husband is<br>Harry F. Frantz)                                   |                                                                                     | 1/6 of<br>1/25 or 1/150 |
| (d) Leah E. Paris<br>(whose husband is<br>William Paris)                                           |                                                                                     | 1/6 of<br>1/25 or 1/150 |
| (e) Marylynn E. Bean<br>(Unmarried)                                                                |                                                                                     | 1/6 of<br>1/25 or 1/150 |
| (f) Joyce Arbella Bean,<br>daughter of Clarence<br>E. Bean, deceased,<br>son of Minnie Burton Bean |                                                                                     | 1/6 of<br>1/25 or 1/150 |

10. That the properties above described and each of them, can not be divided without loss or injury to the parties interested, and that it would be to the benefit, advantage and interest of the parties interested that said properties be sold and that the contracts hereinbefore recited, providing for sales of certain portions, be ratified and confirmed and the moneys arising out of such sales be divided amongst the parties according to their respective rights and interests.

11. That the parties to this proceeding are all the parties having any interest in

said properties and all the parties to this case are of full legal age and sui juris except where expressly mentioned to the contrary.

Wherefore the Plaintiffs pray:

- (1) That said properties and each of them be sold;
- (2) That the contracts providing for the sale of certain of said properties hereinbefore recited, may be ratified and confirmed by this Court;
- (3) That a Trustee may be appointed to make such sales of said properties and convey the same to the purchasers thereof;
- (4) That the Trustee appointed herein may be authorized to collect all rents due and in arrears on any of said properties as well as future rents, pending final termination of this case;
- (5) That the moneys arising from such sales and collections may be divided amongst the parties according to their respective rights and interests;
- (6) And for such other and further relief as the nature of their case may require.

May it please Your Honor to grant unto the Plaintiffs the writ of subpoena directed to the said Andrew W. Beveridge, 3003 Presstman Street, Baltimore, Md.; Emily Beveridge Billmyer and Wilbur L. Billmyer, her husband, 3411 Milford Ave., Baltimore, Md.; Laura Burton, 5235 Reisterstown Rd., Baltimore, Md.; Ella G. Cox, 201 Montrose Ave., Catonsville, Md.; Blanche L. Curley and William E. Curley, her husband, Randallstown, Md.; Miriam Elizabeth S. Dew and J. E. Dew, her husband, 166 Caroline Avenue, Portsmouth, Virginia; Clara Emmart, Woodlawn, Md.; Edith J. Frederick, 5719 Cole St., Westhampton, Richmond, Virginia; Archie W. George, 150 W. Euclid Ave., Detroit, Michigan; Agnes M. Haines and Guy Burgett Haines, her husband, 5235 Reisterstown Road, Baltimore, Md.; Frances Russell Henry and M. Frank Henry, Hurlock, Md.; Grace Selby Houck, 1740 N. Broadway, Baltimore, Md.; Dorothy Selby Howard and Whitner Howard, her husband, 198 Ponce de Leon Ave., Apartment E-8, Atlanta, Ga.; Edward T. Jean, 1027 - 140 Dearborn St., Chicago, Ill.; Sally Lucas Jean, 200 Fifth Ave., New York City, N. Y.; Stanley Gary Jean and Frances Pannebecker Jean, his wife, 1420 State Street, Harrisburg, Pa.; Maude T. Keller, 622 W. 136th St., New York City, N. Y.; Ross M. Lynch and Ethel G. Lynch, his wife, Randallstown, Md.; Hilda Russell McGee and William J. McGee, her husband, Hurlock, Md.; Bertha Russell W. Ott and Frederick Howard Ott, her husband, 4103 Rollins Ave., Baltimore, Md.; Ernest L. Russell and Alice Frey Russell, his wife, Woodlawn, Md.; Ruth B. Savage and John W. Savage, her husband, 3003 Presstman Street, Baltimore, Md.; Richard Alex. Selby, 5226 Rolfe Avenue, Norfolk, Va.; William S. Selby, Jr., and Bertha M. Selby, his wife, 5226 Rolfe Avenue, Norfolk, Va.; Lee Hartman Selby and Louise E. Selby, his wife, Staunton, Va.; Alvin F. Sipes, <sup>Blanche L. Sipes</sup> his wife, Phoenix, Maryland; Roy M. Sipes and Elma Sipes, his wife, 1735 New Hampshire Ave., Washington, D. C.; John J. Timanus and Beulah Timanus, his wife, Towson, Maryland; Ernest L. Timanus, Woodlawn, Md.; Mollie S. Windsor and Vernon Windsor, her husband, Woodlawn, Md.; Gerald S. Bean and Mae Bean, his wife, P. O. Box 148, Burney, California; Wilbur L. Bean and Vivian Bean, his wife, 516 W. Canon Perdido, Santa Barbara, California; Agnes Claire Frantz and Harry F. Frantz, her husband, 105 S. Santa Fe, Atchison, Kansas; Leah E. Paris and William Paris, her husband, 1929 S. Gilpin, Denver, Colorado; Ruth B. Savage, Administratrix of

the Personal Estate of Emma Augusta Beveridge, deceased, 3003 Presstman St., Baltimore, Md.; and Hilda Russell McGee, Administratrix of the Personal Estate of Fannie Russell, deceased, Hurlock, Md., Defendants, commanding them and each of them to be and appear in this Honorable Court on or before some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

Mary Simpers George

Margaret J. Ware

J. Calvin Carney, Administrator  
of the Estate of Miriam Selby Keller,  
deceased

J. Calvin Carney, Administrator  
of the Estate of Minnie Burton Bean,  
deceased

J. Calvin Carney, Administrator  
of the Estate of William Sellman  
Selby, Sr., deceased

Marylynn E. Bean (Infant)

By Agnes Claire Frantz, her  
sister and next friend

Joyce Arbella Bean (Infant)

By Arville F. Bean, her Mother  
and next friend

J. Calvin Carney,  
Solicitor for Plaintiffs.

Plaintiffs

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 26th day of June, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mary Simpers George, one of the Plaintiffs herein, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(Seal)

Margaret M. Percy,  
Notary Public.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 26th day of June, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Margaret J. Ware, one of the Plaintiffs herein, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(Seal)

Margaret M. Percy  
Notary Public.

State of Maryland, City of Baltimore, To Wit:

I HEREBY CERTIFY, That on this 26th day of June, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney (1) as Administrator of the Estate of Miriam Selby Keller,

deceased, (2) as Administrator of the Estate of Minnie Burton Bean, deceased and (3) as Administrator of the Estate of William Sellman Selby, Sr., deceased, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

(Seal)

Margaret M. Percy,  
Notary Public.

State of Kansas, County of Atchison to wit:

I HEREBY CERTIFY, That on this 30th day of June, 1941, before me, the subscriber, a Notary Public of the State of Kansas, in and for the County aforesaid, personally appeared Agnes Claire Frantz, Sister and next friend of Marylynn E. Bean, Infant, one of the Plaintiffs herein, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(Seal)

Augusta Weinmann  
Notary Public.

State of Washington, County of Spokane to wit:

I HEREBY CERTIFY, That on this 8th day of July, 1941, before me the subscriber, a Notary Public of the State of Washington, in and for the County aforesaid, personally appeared Arville F. Bean, Mother and next friend of Joyce Arbella Bean, Infant, one of the Plaintiffs herein, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(Seal)

Samuel Edelstein  
Notary Public.

J. Calvin Carney, Esquire,  
3 East Lexington Street,  
Baltimore, Maryland.

Dear Sir:-

This is your authority to file the Bill of Complaint on behalf of Marylynn E. Bean, Infant, by Agnes Claire Frantz, her sister and next friend, in the case of Mary Simperts George and others against Andrew W. Beveridge and others, in the Circuit Court No. 2 of Baltimore City, for the sale of certain fee simple properties coming through John Selby George deceased, and the ratification of certain contracts referred to in said Bill of Complaint.

Very truly yours,

Marylynn E. Bean

By Agnes Claire Frantz, her  
sister and next friend.

J. Calvin Carney, Esquire,  
3 East Lexington Street,  
Baltimore, Maryland.

Dear Sir:

This is your authority to file the Bill of Complaint on behalf of Joyce Arbella

Bean, Infant, by Arville F. Bean, her mother and next friend, in the case of Mary Simperts George and others against Andrew W. Beveridge and others, in the Circuit Court No. 2 of Baltimore City, for the sale of certain fee simple properties coming through John Selby George, deceased, and the ratification of certain contracts referred to in said Bill of Complaint.

Very truly yours,

Joyce Arbella Bean  
By Arville F. Bean, her mother  
and next friend.

Plaintiffs Ex. No. 1  
THE STATE OF MARYLAND.

The Subscriber, Register of Wills for Calvert County, doth hereby certify, that it appears by the Records in his Office, that LETTERS of Administration of all the goods, chattels, credits and personal Estate of John Selby George, late of Calvert County, deceased, was on the 12th day of November, in the year of our Lord one thousand nine hundred and thirty-seven, granted and committed unto Mary S. George and Margaret J. Ware, the Administratrices of said deceased.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my office, this 12th day of November, in the year of our Lord nineteen hundred and thirty-seven.

(Court Seal)

Test: John W. Hall

Register of Wills for Calvert County.

Plaintiffs Ex. No. 2

THIS AGREEMENT, Made this 9th day of September, nineteen hundred and Thirty-eight, between the Estate of J. Selby George, deceased, J. Calvin Carney, Attorney for heirs, Sellers, and \_\_\_\_\_ of the first part and Charles Dioguardi, Purchaser, of the second part.

Witnesseth, that the said party of the first part doth hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Baltimore City, State of Maryland, known as No. 1533 Myrtle Avenue, in fee simple, as is.

At and for the price of Twenty Five Hundred (\$2500.00) Dollars, of which Fifty Dollars Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: Fifty Dollars (\$50.00) within ten days, and the balance within thirty days after notification of approval of this sale by all the heirs of the Estate of J. Selby George, deceased. If it is necessary to conduct an equity proceeding to convey good and marketable title to this property settlement is to be made within thirty days after ratification of sale by the Court.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

All adjustments to be made to date of this contract, including interest on balance of purchase price. Said Purchaser is now a tenant and he shall continue to pay the rent until consummation and shall be given credit for all rent paid on account of said purchase price.

Time is the essence of this contract.

Witness our hands and seals.

Test:

ESTATE OF J. SELBY GEORGE, DECEASED,

J. Calvin Carney

(Signed) M. M. Percy

By (Signed) J. Calvin Carney (Seal)  
Attorney for Heirs

(Signed) Charles Dioguardi (Seal)

Plaintiffs Ex. No. 3

Baltimore, Md., February 1st, 1939.

To the Heirs of John Selby George, deceased:

Mr. William H. Kirby has now signed a formal contract for the purchase of the bungalow at Pasadena, and made a deposit. He has complained about the size of the lot (121' x 100') and this is affecting the ability to get a loan as guaranteed. He, as well as the prospective Mortgagee, contend that the lot should be at least 200 feet deep. He insists that the additional depth be included without additional charge.

I think there is a good deal of reasonableness in his contention, as a lot 100 feet deep is rather shallow in this location; and, as we have so much ground and are anxious to sell the bungalow, I suggest you authorize me to amend the contract to make the lot 200 feet deep instead of 100 feet deep.

If you approve, please sign and return the enclosed authorization.

Very truly yours,

J. Calvin Carney.

Above modification of contract approved by all the heirs.

THIS AGREEMENT, Made this 25th day of January, 1939, between the Estate of J. Selby George, deceased, J. Calvin Carney, Attorney, for the heirs, Sellers and William H. Kirby and Dorothy E. Kirby, his wife.

Witnesseth, that the said Sellers do hereby bargain and sell unto the said Purchasers, and the said Purchasers do hereby purchase from the Sellers, all that fee simple property located in Anne Arundel County, State of Maryland, located on the east side of Hopeland Avenue, southeast corner of Pleasant View Avenue, Pasadena, having a frontage south on Hopeland Avenue one hundred and twenty-one feet (121) feet with a rectangular depth easterly of one hundred feet (100 ft.), the southernmost point being approximately three hundred and twenty-one feet (321) feet north of Pasadena Road, improved by a bungalow. At and for the price of Twenty Three Hundred Dollars (\$2300.00) of which One Hundred and Ten Dollars (\$110.00) have been paid simultaneously with the signing hereof and the balance to be paid as follows:

One Hundred and Ninety Dollars (\$190.00) forty-five days from this date, at which time the balance of Two Thousand Dollars (\$2000.00) being the proceeds of a ten year Building Association plan mortgage, procured by the Sellers for the Purchasers, shall be paid to the Sellers; the weekly payments on which shall be as follows:

|          |               |
|----------|---------------|
| Dues     | \$4.00        |
| Interest | 2.40          |
| Taxes    | .75           |
| Total    | <u>\$7.15</u> |

Said purchasers agree to complete the settlement when requested by the Sellers; it is understood that all the heirs of the Estate — J. Selby George, deceased, have approved of said sale. All adjustments to be made as of date of possession, including taxes and interest on the balance of the purchase price. In consideration of possession being delivered in advance of settlement, Sellers shall pay weekly to J. Calvin Carney, Attorney, for said Sell-

ers, the sum of Seven Dollars and Fifteen Cents (\$7.15) per week, beginning with the date of possession and until delivery of deed; in final settlement Purchasers should be credited for all sums so paid. Title to said property to be good and marketable and free of encumbrances, except the existing restrictions of record, and a Deed shall be executed by the Sellers to the Purchasers at the Purchasers expense.

Witness our hand and seals the day and year first above written.

ESTATE OF J. SELBY GEORGE, deceased,  
J. Calvin Carney  
By J. Calvin Carney  
Attorney for Heirs.

Test:

M. M. Percy

Wm. H. Kirby (Seal)

Dorothy E. Kirby (Seal)

COPY

Plaintiffs Exhibit No. 4

J. Calvin Carney, Esquire,  
3 East Lexington Street,  
Baltimore, Maryland.

June \_\_\_\_ 1939

Dear Sir:

Replying to your letter of May 31st, 1939, with reference to the purchase by Dr. Archie W. George of the undivided one-half interest in the ground rent on Liberty Road, I hereby approve of granting the request of Dr. Archie W. George for an adjustment in the sale price as stated in your letter, it is understood that each of the remaining twenty-four heirs will bear one-twenty-fourth of the allowance of \$525.00 or approximately \$21.90

Very truly yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

The above modification of contract was signed and approved by all the heirs at law and next of kin.

Baltimore, Md. May 31st, 1939.

To the Heirs of John Selby George:

As you know, by contract dated November 1st, 1938, subject to the approval of all the heirs, on behalf of all the heirs I contracted to sell the entire undivided one-half interest of all the heirs of John Selby George in the reversion and annual rent on Liberty Road to Archie W. George for \$10,000.00, which contract was submitted to you with my letter of November 1st, 1938.

The contract was approved and ratified by all the heirs.

By this contract, Dr. Archie W. George purchased the entire one-half interest owned by all the heirs of John Selby George. As you know, at that time, it was the general impression, concurred in by Carl R. Binns of Detroit, Michigan, Attorney for Archie W. George, that the heirs would inherit per stirpes and not per capita and as such heir Archie W. George would be entitled to a one-tenth interest subject to certain adjustments such as commissions, inheritance tax, etc. As per my letter to you of April 26th, it was determined that distribution, in order to be in accordance with the statutory laws, should be on a per capita basis which would mean that Dr. George would only be entitled to a one-twenty-fifth share of the proceeds of said sale subject to certain adjustments such as commissions, inheritance tax, etc.

Dr. George and his Attorney have written me requesting that the contract be put through as if Dr. George would be entitled to a one-tenth interest instead of a one-twenty-fifth interest in this rent. I have asked Dr. George whether he wishes to take the position that he be relieved of his contract to purchase if he is not granted such an adjustment but he has failed to respond directly to this question, although I have asked him on two occasions for a definite answer.

On a 1/25 basis, Dr. George would receive as his share as follows:

|                                                                                       |              |              |
|---------------------------------------------------------------------------------------|--------------|--------------|
| 1/25 share of the sale price of the Ground Rent                                       |              | \$400.00     |
| Less collateral inheritance tax of 7-1/2%,<br>paid by the Administratrices out of the |              |              |
| Personal Estate - or --                                                               | \$30.00      |              |
| Less 5% commission -                                                                  | <u>20.00</u> | <u>50.00</u> |
| Net amount -----                                                                      |              | \$350.00     |

To the heirs of John Selby George

May 31st, 1939

On the basis of 1/10 share, Dr. George would receive the following:

|                                         |              |               |
|-----------------------------------------|--------------|---------------|
| 1/10 share in the rent                  |              | \$1,000.00    |
| Less:                                   |              |               |
| Collateral Inheritance<br>tax of 7-1/2% | \$75.00      |               |
| Commission                              | <u>50.00</u> | <u>125.00</u> |
| Net amount -----                        |              | \$ 875.00     |

The difference therefore would be the difference between \$875.00 and \$350.00 as above, or \$525.00.

As a matter of legal right, in my opinion, Dr. George is not entitled to this adjustment as he is receiving exactly what he contracted for, that is, an undivided one-half interest, and the error with respect to the distribution was merely an error of law and not of fact and involved only his method of paying for the rent in part with the share to which he is entitled in the Estate, but does not effect the estate which he agreed to purchase.

However, I deem it my duty to advise the heirs from time to time of all the matters as they occur, and I am submitting this to you for your determination as to whether you wish to grant Dr. George this concession as to this ground rent. Of course, if the concession is granted, this difference of \$525.00 would be borne by the remaining twenty-four heirs in equal shares of approximately \$21.90 each. I enclose herewith two forms of letters, through one of which you may grant your approval and through the other you may evidence your disapproval.

Please consider the matter and send me one of the enclosed letters properly signed, as promptly as possible.

Of course, even if Dr. George is not entitled to the adjustment as a matter of legal right, if he declines to put the matter through on the basis of the contract, it will be necessary to take legal proceedings against him to compel him to do so, with the attendant expense and delay.

Please advise me promptly of your decision in this matter.

Very truly yours,

J. Calvin Carney.

THIS AGREEMENT, Made this 1st day of November, Nineteen Hundred and Thirty-eight,



between J. Calvin Carney, Attorney for the heirs of John Selby George, deceased, Seller, and Dr. Archie W. George, Purchaser,

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the party of the second part, and the latter doth hereby purchase from the former, the undivided one-half interest in a reversion and annual rent of Eighteen Hundred and Fifty-eight Dollars and One Cent (\$1858.01), originally Twenty Two Hundred and Five Dollars and Thirty One Cents (\$2205.31), issuing and payable out of a tract of land known as "Richland" located on the Northeast side of Liberty Road, Baltimore County, State of Maryland, and originally comprising approximately one hundred sixty-two (162) acres of land more or less, and described in a Lease from William E. George and John Selby George to Isabelle R. Dunphy, dated June 23rd, 1920, and recorded among the Land Records of Baltimore County in Liber W. P. C. No. 523 folio 594 etc.; saving and excepting, however, the following redemptions:

1. Deed from A. W. George et al to Edward S. Choate, dated February 3, 1922 and recorded in Liber W. P. C. No. 549 folio 291, covering Lots 26, 27, 50 and 51 on the Plat therein referred to;
2. Deed from A. W. George, et al to Edward S. Choate, dated February 3, 1922 and recorded in Liber W. P. C. No. 551 folio 452, covering lots 5,6 and 7 and the Easternmost one-half of Lots 58, 59 and 60, on the Plat therein referred to;
3. Deed from Archie W. George, unmarried, et al, to Edward S. Choate, dated May 28, 1922 and recorded in Liber W. P. C. No. 562 folio 552, covering Lots 322, 320-A and 321-A;
4. Deed from Archie W. George, unmarried, et al. to Edward S. Choate, dated May 28, 1922 and recorded in Liber W. P. C. No. 557 folio 189, covering lots 223, 224, 225, 246-A, 247-A and 248-A on the Plat therein referred to;
5. Deed from Archie W. George, unmarried, et al to Edward S. Choate, dated May 2, 1923 and recorded in Liber W. P. C. No. 573 folio 221 etc., covering Lots 3 and 4 and the Northwest one-half of Lots 61, 62, 63 and 64; Lots 14, 15 and 16 and the Northwest one-half of Lots 17, 18, 19, 20 and 21; Lot 235 and the Northwest one-half of Lots 234, 232 and 231 and 230; Lots 8, 9 and 10 on the Plat therein referred to;
6. Deed from Archie W. George, unmarried, et al, to Edward S. Choate, dated April 17, 1923 and recorded in Liber W. P. C. No. 573 folio 217, covering lot 233 and the Southeast one-half of Lots 234, 232, 231 and 230; Lots 11, 12 and 13 and the Southeast one-half of Lots 17, 18, 19, 20 and 21; Lots 1 and 2 and the Southeast one-half or portion of Lots 61, 62, 63 and 64 on the Plat therein referred to.

At and for the price of Ten Thousand Dollars (\$10,000.00) of which One Hundred Dollars (\$100.00) has been paid simultaneously with the signing hereof and the balance to be paid as follows:

Balance of Ninety Nine Hundred Dollars (\$9900.00) in cash, forty-five days after advice of approval of sale by all the heirs of John Selby George.

This sale is made expressly subject to the approval thereof by the heirs of John Selby George, and in the event of the failure or refusal of all the heirs of John Selby George to approve said ---- within sixty days from this date, the heirs who have approved shall have the right to file an equity proceeding to perfect title to the Purchaser in accordance with the terms of this agreement, and if such a procedure is taken, then settlement shall

be made by the Purchaser within thirty days after ratification of sale by the Circuit Court for Baltimore County.

Title to said property to be good and marketable and free of all liens and encumbrances.

Purchaser shall not be obliged --to pay, at the time of settlement, any accrued and unpaid rent but shall pay the rent to the Sellers only when, as and if collected. Said Purchaser and J. Calvin Carney, Attorney for the Sellers, shall have full and complete power to adjust and compromise with the leasehold owners, accrued and unpaid rent to date of settlement hereunder, in such manner as they may deem advisable.

Sellers and Purchaser agree to cooperate in every reasonable manner to enforce payment of any rent due and in arrears at the time of settlement hereunder.

Upon payment as above of the unpaid purchase money, a deed for said reversion and annual rent shall be executed by the Sellers to the Purchaser.

This sale is made subject to the payment of a commission of five per cent (5%) or Five Hundred Dollars (\$500.00) to J. Calvin Carney out of said sale price by the Sellers.

Witness the hands and seals of the parties hereto.

Test:

M. M. Percy

A. W. George (Seal)  
Purchaser

J. Calvin Carney (Seal)  
Attorney for the heirs of  
John Selby George, deceased,  
Sellers.

Plaintiffs Exhibit No. 5

LAST WILL AND TESTAMENT OF WILLIAM SELLMAN SELBY, SR., DECEASED.

In the Name of God, Amen! I, William Sellman Selby, Sr., of the City of Norfolk, State of Virginia, being of sound and disposing mind and memory, do make publish and declare this as and for my last will and testament, hereby revoking all former wills by me at any time made.

First: I desire and direct that all my just debts be paid, if any I may owe at the time of my demise.

Second: I hereby give and bequeath to my son Richard Alexander Selby of Norfolk, Virginia, my father's gold watch.

Third: I give and bequeath to my son Lee Hartman Selby of the City of Staunton, State of Virginia, the gold watch left to me by my brother.

Fourth: I hereby give, devise and bequeath all of my residuary estate, of whatever kind or nature and wherever lying, being and situate, to my four beloved children, namely: Richard Alexander Selby of the City of Norfolk, William Sellman Selby, Jr. of the City of Norfolk, Virginia, Lee Hartman Selby of the City of Staunton, Virginia, and my daughter Miriam Elizabeth Selby Dew, the wife of Joseph Dew of the City of Portsmouth, Virginia, or to their survivors, all of whom are to share and share alike.

Fifth: I hereby nominate and appoint my son William Sellman Selby, Jr., of the City of Norfolk, Virginia, as my Executor of this my last will and testament.

In testimony whereof, I have hereunto subscribed my name and affixed my seal to this my last will and testament, at the City of Norfolk, State of Virginia, this 27th day of August, in the year, 1935.

William Sellman Selby Sr. (Seal)

The above signature of the testator, William Sellman Selby, Sr., was made and the foregoing will was acknowledged by the said William Sellman Sr., in the presence of us, two competent witnesses, present at the same time; and we, the said witnesses, do hereunto subscribe the said will in the presence of the said testator and in the presence of each other, at the request of the said testator, this 27th day of August, in the year, 1935.

Meyer Koteen

Shirley P. Claud.

As and for a codocil to my last will and testament dated the 27th day of August 1935, I do hereby make, publish and declare as follows:

I desire to amend Paragraph "Fourth" of my said will so that the same may read as follows: "I hereby give, devise and bequeath all of my residuary estate of whatever kind or nature or wherever lying, being and situate to my four beloved children, namely: Richard Alexander Selby of the City of Norfolk, Va., William Sellman Selby, Jr., of said City and State, Lee Hartman Selby of the City of Staunton, Va., and my daughter, Miriam Elizabeth Selby Dew, the wife of Joseph Dew of the City of Portsmouth, Va., each of my children to share and share alike; if either one or both of my two sons, William Sellman Selby, Jr. or/and Lee Hartman Selby shall pre-decease me, then I desire that the share or/and shares which are intended to go to either one or both of them, shall go to Bertha Scott Mason Selby, the present wife of my son William Sellman Selby, Jr., or/and to Louise Kuester Selby, the present wife of my son Lee Hartman Selby."

Given under my hand and seal this 31 day of August 1935.

William Sellman Selby, Jr. (Seal)

The above signature of the testator, William Sellman Selby, Sr. was made and the foregoing will was acknowledged by the said William Sellman Sr., in the presence of us, two competent witnesses, present at the same time; and we, the said witnesses do hereunto subscribe the said will in the presence of the said testator and in the presence of each other, at the request of the said testator, this 31st day of August, in the year, 1935.

Meyer Koteen

Shireley P. Claud.

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Norfolk, on the 16th day of March, in the year, 1940.

The last will and testament with codicil thereto of William Sellman Selby, Sr., deceased, late of the City of Norfolk, who departed this life on the 12th day of March in the year 1940, were this day produced by William Sellman Selby, Jr., the executor therein named and offered for probate. And thereupon came Meyer Koteen, one of the two subscribing witnesses to the said last will and testament and to the codicil thereto, who having been first duly sworn, testified that the said testator, William Sellman Selby, Sr., deceased, signed, sealed, published and declared the same as and for his last will and testament and as and for a codicil thereto, in his presence and in the presence of Shirley P. Claud, the other subscribing witness to the said last will and testament and to the said codicil thereto, and that they, two competent witnesses, at the request of the said testator, and in his presence of

each other, all three bring present together at the same time, subscribed their names as witnesses to the said last will and testament and to the said codicil thereto. Whereupon it is considered that the said last will and testament and the said codicil thereto have each been duly and fully proved and the same are ordered to be admitted to probate and recorded as the true last will and testament with codicil thereto annexed of William Sellman Selby, Sr., deceased.

And thereupon on the motion of the <sup>said</sup> William Sellman Selby, Jr., the executor named in the said last will and testament, who took the oath prescribed by law and entered into and acknowledged a bond in the penalty of Fifteen Hundred (\$1,500.00) dollars, with L. H. Selby as surety thereon, who justified his sufficiency under oath, conditioned according to law, a certificate is granted the said William Sellman Selby, Jr. for obtaining letters of probate and administration upon the estate of the said William Sellman Selby, Sr., deceased, in due form.

And it is ordered that the said bond be recorded.

Teste:

Cecil M. Robertson, Clerk.

State of Virginia, City of Norfolk, To Wit:

I, Cecil M. Robertson, Clerk of the Circuit Court of the said City of Norfolk and State of Virginia, do hereby certify that the foregoing and annexed copy of the last will and testament with codicil thereto, and the order of probate thereof, of William Sellman Selby, Sr., deceased, is a true abstract from the Records of said Court.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office this 29th day of March, A. D., 1940, in the 164th year of the Commonwealth of Virginia.

(Seal)

Cecil M. Robertson.

State of Virginia, City of Norfolk, To Wit:

I, Allan R. Hanckel, Judge of the Circuit Court of the said City of Norfolk, in the State of Virginia, do certify that Cecil M. Robertson, who hath given the preceding certificate, is Clerk of the said Court, and that his said attestation is in due form.

Given under my hand this 29th day of March, A. D., 1940

Allan R. Hanckel  
Judge of the Circuit Court  
of the said City of Norfolk.

State of Virginia, City of Norfolk, To Wit:

I, Cecil M. Robertson, Clerk of the Said Court of the said City of Norfolk, and State of Virginia, do hereby certify that Hon. Allan R. Hanckel whose genuine signature appears to the Certificate above, is the only Judge of the said Court, and that all his official acts as such are entitled to full faith and credit.

In testimony whereof, I have hereunto set my hand and affixed the said of said Court, at my office, this 29th day of March A. D., 1940, in the 164th year of the Commonwealth of Virginia.

(Seal)

Cecil M. Robertson

MARY SIMPERS GEORGE, ET AL.,

VS.

ANDREW W. BEVERIDGE, ET AL.

:

:

:

IN THE CIRCUIT COURT NO. 2

OF

BALTIMORE CITY.

Docket 50-A folio 365-385 A25058

To The Honorable, The Judge of Said Court:

The Petition of Mary Simpser George, et al., Plaintiffs herein, respectfully shows:

1. That this is a proceeding for the sale of certain property of which John Selby George died seized on the ground of insusceptibility of partition in kind without loss and injury to the properties interested.

2. That Roy M. Sipes and Elma Sipes, his wife, are entitled to a 1/25 interest in the property mentioned in these proceedings.

3. That in connection with this case, J. Calvin Carney, Attorney for the Plaintiffs, in order to perfect title to said properties to said purchasers, has run judgments against all the parties to this proceeding and finds of record the following judgments:

(a) Judgment of Charles G. Snively vs. Roy M. Sipes and Elma Sipes, his wife, in the Circuit Court for Baltimore County, Law Docket No. 35, folio 92, dated May 26th, 1931, in the sum of \$1,080.00, with interest and costs.

(b) Judgment of Charles G. Snively vs. Roy M. Sipes and Elma Sipes, his wife, in the Circuit Court for Baltimore County, Law Docket No. 35, folio 161, dated September 19th, 1931, in the sum of \$470.00, Attorney's fee \$47.00 and costs.

(c) Judgment of J. Glasgow Archer, Jr. vs. Roy M. Sipes, and Elma Sipes, his wife, in the Circuit Court for Baltimore County, Law Docket No. 35, folio 185, dated September 14th, 1931, in the sum of \$948.32, Attorney's fee \$94.83, interest and costs.

(d) Judgment of Wiseman Downs Company, Inc., vs. Roy M. Sipes and Elma Sipes, his wife, in the Circuit Court for Baltimore County, Law Docket No. 35, folio 203, dated December 30th, 1931 in the sum of \$70.42, Attorney's fee \$7.04 and costs. This judgment is also recorded in the Superior Court of Baltimore City, Docket 1931, folio 112, under date of October 6th, 1931.

Wherefore the Plaintiffs pray this Court may pass an Order making said Judgment Creditors parties Defendant herein and that subpoenas be issued to them to answer the Bill of Complaint.

And as in duty bound, etc.

J. Calvin Carney,

Solicitor for Plaintiffs.

Upon the foregoing Petition it is this 25 day of August 1941, by the Circuit Court No. 2 of Baltimore City in the above entitled matter ORDERED,

That Charles G. Snively, J. Glasgow Archer, Jr. and Wiseman Downs Company, Inc., be and they are hereby made parties Defendant in this case and that Subpoenas issue for them.

J. Abner Sayler, Judge.

MARY SIMPERS GEORGE, ET AL

VS.

ANDREW W. BEVERIDGE, ET AL

IN THE CIRCUIT COURT NO. 2

OF

BALTIMORE CITY.

50-A folio 365-385 25058-A

To The Honorable, The Judge of Said Court:

The Petition of Mary Simpers George et al., Plaintiffs herein, respectfully shows:

1. That heretofore on or about August 25th, 1941, they filed a Petition reciting the existence of certain judgments against Roy M. Sipes and Elma Sipes, his wife, who are entitled to a one-twenty-fifth interest in property mentioned in these proceedings;

2. That the judgment recited under "(c)" in said Petition should have been shown to be in favor of J. Glasgow Archer, Jr. and Lawrence E. Ensor, Receivers, rather than J. Glasgow Archer, Jr. personally.

Wherefore your Plaintiff prays that this Court may pass an Order permitting the Plaintiff to amend such Petition nunc pro tunc as of the date thereof and to issue a subpoena to said J. Glasgow Archer Jr. and Lawrence E. Ensor, Receivers.

And as in duty bound, etc.

J. Calvin Carney,  
Solicitor for Plaintiffs.

Upon the foregoing Petition, it is, this 23rd day of September, 1941, by the Circuit Court No. 2 of Baltimore City in the above entitled matter,

ORDERED that leave be and the same is hereby granted the Plaintiffs herein to amend their Petition E. F. so that the judgment listed under "(C)" should be shown to be in favor of J. Glasgow Archer, Jr. and Lawrence E. Ensor, Receivers, and that said J. Glasgow Archer, Jr. and Lawrence E. Ensor, Receivers be made parties Defendant to this case and that subpoenas be issued for them.

Eli Frank, Judge.

State of Maryland, City of Baltimore, SS:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint filed 28th July, 1941, Plaintiff's Exhibits Nos. 1, 2, 3, 4, 5, filed 28th July, 1941.

Order of Court signed on the 25th, August, 1941. and Order of Court signed 23rd September, 1941. now on file in this office in the cause therein entitled

MARY SIMPERS GEORGE, et al-VS-ANDREW W. BEVERIDGE, et al

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 6th day of December A. D. 1941

(Court Seal)

John S. Clark, Clerk.

MARY SIMPERS GEORGE ET AL

VS.

ANDREW W. BEVERIDGE ET AL

No. 8283 Equity

In The Circuit Court For

Anne Arundel County.

Certified Petition and Order of Court Making J. Selby Houck Party Defendant.

Filed Dec. 17" 1941.

To The Honorable, The Judge of Said Court:

The Petition of the Plaintiffs herein respectfully shows:

1. That as will appear by reference to these proceedings, one of the owners in com-

mon of the property involved in these proceedings, was Grace Selby Houck, who died on December 8th, 1941, a resident of Baltimore City, State of Maryland, intestate, leaving surviving her as her sole heir at law, next of kin and distributee, a son, J. Selby Houck, sui juris and an adult, who has been appointed Administrator of her estate by the Orphans' Court of Baltimore City, as will more fully appear by a certified copy of Letters of Administration filed herewith as part hereof marked "Petitioner's Exhibit No. 1"; that notice to creditors has been issued but has not expired.

Wherefore the Plaintiffs pray that said J. Selby Houck individually and as Administrator of the Personal Estate of Grace Selby Houck, deceased, be made parties Defendant herein.

And as in duty bound, etc.

J. Calvin Carney,  
Attorney for Plaintiffs.

Upon the foregoing Petition, it is, this 16th day of December, 1941, by the Circuit Court No. 2 of Baltimore City, in the above entitled matter,

Ordered that J. Selby Houck, individually and as Administrator of the Personal Estate of Grace Selby Houck, be and they are hereby made parties Defendant hereto.

Eli Frank Judge.

State of Maryland, City of Baltimore, SS:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court signed on the 16th day of December, 1941. now on file in this office in the cause therein entitled Mary Simpvers George et al-vs-Andrew W. Beveridge, et al

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 16th day of December, A. D. 1941

(Court Seal) John S. Clarke, Clerk.

The State of Maryland, Baltimore City, Sc.:

The Subscriber, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that Letters of Administration of all goods, chattels, credits and personal estate of Grace Selby Houck deceased, were on the 16th day of December in the year of our Lord nineteen hundred and forty-one granted and committed unto J. Selby Houck who was then and there appointed Administrator of the said deceased, and that said letters are at this date in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of my office, this 16th day of December in the year of our Lord nineteen hundred and forty one

(Court Seal) John H. Bouse

Register of Wills for Baltimore City.

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*For further proceedings in this case - See g. H. H.  
Equity - No. 53 - Folio 368 to 371 incl.*

|                                              |                          |
|----------------------------------------------|--------------------------|
| Etta E. Shanks, Surviving Administratrix :   | No. 8282 Equity          |
| with the will annexed of Charles Frederick:  | In The Circuit Court For |
| Obrecht, late of Baltimore City, deceased; : | Anne Arundel County.     |
| :                                            |                          |
| Etta E. Shanks, Administratrix of :          |                          |
| Josephine S. Obrecht, late of Baltimore :    | In the Circuit Court For |
| City, deceased; :                            | Baltimore City.          |
| :                                            |                          |
| Etta E. Shanks and Morris B. Shanks, :       |                          |
| her husband,                                 |                          |

vs.

The Unknown Devisees and Legatees, if  
any, of Charles Frederick Obrecht,  
late of Baltimore City, deceased.

Decree in the above case Bill of Complaint Filed Dec. 5" 1941.

BILL OF COMPLAINT Filed 12" November 1924

TO THE HONORABLE JUDGE OF SAID COURT:

The Bill of Complaint of Etta E. Shanks, Surviving Administratrix with the will annexed of Charles Frederick Obrecht, late of Baltimore City, deceased; Etta E. Shanks, Administratrix of Josephine S. Obrecht, late of Baltimore City, deceased, and Etta E. Shanks and Morris B. Shanks, her husband, against THE UNKNOWN Devisees and Legatees, if any, of Charles Frederick Obrecht, late of Baltimore City, deceased, respectfully shows:

1. That Charles Frederick Obrecht died on June 8th, 1922, in the City of Baltimore, where he resided, leaving his widow, Josephine S. Obrecht, and his only child, Etta E. Shanks, Surviving him and constituting his nearest of kin and only heirs at law.

2. That at the time of his death he was seized and possessed of real and personal property situate in Baltimore City and in Anne Arundel County, in the State of Maryland.

3. That after his death, George Cook, Secretary of the Ancient and Accepted Scottish Rite of Free Masons, produced a paper writing dated November 23rd, 1921, purporting to be the last will and testament of the said Charles Frederick Obrecht, in the form following; it being a printed form with the name of the testator, the second paragraph and the date inserted in the handwriting of the testator:

5° -----Part 2

In the Name of God, Amen! I, Charles Frederick Obrecht, being of sound mind and memory, but knowing the uncertainty of human life, do now make and publish this my last will and testament, that is to say:

The provisions of my Will mad pryor to ths instrument are to be applied to the letter.

Charles Frederick Obrecht (Seal)

Signed, sealed, published, and declared by the said Charles F. Obrecht, the testator, as and for his last will and testament; and we, at his request and in his presence, and in the presence of each other, have hereto subscribed our names as witnesses thereto, this 23 day of Nov. A. D. 1921.

Geo. Cook

William V. Masson



4. That the plaintiffs have diligently searched for any other will or codicil of the testator, but none has been found and the plaintiffs believe that none exists.

5. That although the will dated November 23rd, 1921, did not make testamentary disposition of any of the testator's estate, it purported to be his last will and testament and was executed in the manner prescribed by law for the execution of wills; consequently, it was admitted to probate as his last will and testament by the Orphans' Court of Baltimore City on June 15th, 1922. It is recorded in the office of the Register of Wills for Baltimore City in Wills, Liber H. W. J. No. 141, folio 358 &c. A certified photostatic copy of it marked "Plaintiffs' Exhibit No. 1", accompanies and forms a part of this bill.

6. That as the testator failed to designate an executor of his will, the Orphans' Court of Baltimore City, by an order dated June 15th, 1922, appointed Josephine S. Obrecht and Etta E. Shanks, Administratrices with the will annexed of the testator, and they subsequently qualified.

A certified copy of their letters of administration, marked "Plaintiffs' Exhibit No. 2", accompanies and forms a part of this bill.

7. That the said Administratrices with the will annexed gave due notice to creditors by publication in The Daily Record, a daily newspaper published in the City of Baltimore; the time allowed for assertion of claims of creditors having expired on December 18th, 1922. A certificate of The Daily Record Company, evidencing the publication of such notice, marked "Plaintiffs' Exhibit No. 3", accompanies and forms a part of this bill.

8. That by the deed dated July 12th, 1922, and recorded in the office of the Register of Wills for Baltimore City in Releases, Liber H. W. J. No. 176, folio 625 &c., as well as among the Land Records of Baltimore City in Liber S. C. L. No. 3960, folio 358 &c., and the Land Records of Anne Arundel County in Liber W. N. W. No. 56, folio 448 &c., the said Etta E. Shanks, the only child of the testator, and Morris B. Shanks, her husband, did grant, assign and convey to the said Josephine S. Obrecht, the widow of the testator, any and all of their right, title, interest and estate in and to any and all of the property of every kind and description and wheresoever situate which belonged to the testator, whether in possession, expectancy or remainder, at the time of his death; as well as the share of the said Etta E. Shanks in the estate of the testator; the personal representatives of the testator having been thereby empowered to grant, assign, convey, pay and deliver such share to the said Josephine S. Obrecht, her personal representatives or assigns. A certified copy of that deed, marked "Plaintiffs' Exhibit No. 4", accompanies and forms a part of this bill.

9. That Josephine S. Obrecht, the widow of the testator, did not remarry. She died intestate on December 7th, 1923, in the City of Baltimore, where she resided, leaving her only child, Etta E. Shanks, surviving her and constituting her nearest of kin and only heir at law.

10. That the Orphans' Court of Baltimore City, by an order dated December 13th, 1923, appointed Etta E. Shanks, Administratrix of Josephine S. Obrecht, deceased, and she subsequently qualified. A Certified copy of her letters of administration, marked "Plaintiffs' Exhibit No. 5", accompanies and forms a part of this bill.

11. That the plaintiff, Etta E. Shanks, Surviving Administratrix with the will annexed of Charles Frederick Obrecht, deceased, stated her first administration account in the

Court of Baltimore City on November 12th, 1924, in which she accounted for the personal property and showed that payment of all the just debts, funeral expenses and administration expenses of the testator had been made or secured; the remaining personal property having been withheld for future distribution. A certified copy of such administration account, marked "Plaintiffs' Exhibit No. 6", accompanies and forms a part of this bill.

12. That it is the duty of the plaintiff, Etta E. Shanks, Surviving Administratrix with the will annexed of Charles Frederick Obrecht, deceased, to make delivery or distribution of the property of the testator in her possession or control.

13. That the plaintiffs are advised and believe and, therefore, aver that the said last will and testament of Charles Frederick Obrecht, deceased, dated November 23rd, 1921, is inoperative to devise or bequeath any of the real or personal property of the testator, and that he died intestate effectually as to all of his property. But the plaintiffs apprehend that there may be another last will and testament or codicil of the testator in existence; or that, if a previous paper writing, purporting to be a prior last will and testament of the testator, although subsequently destroyed by him with intent to revoke it, should be proven by competent secondary evidence, it might be read into the will of November 23rd, 1921, and, consequently, there may be persons living unknown to them, constituting the devisees and/or legatees named in such previous paper writing, if any, who may be interested in, or entitled to shares of, the real and/or personal property of the testator, or whose rights will be affected by the distribution or delivery of such real and/or personal property. The plaintiffs have not, however, any knowledge of who such persons may be, nor of the share or interest, if any, they may have or be entitled to receive.

14. That all of the persons known to the plaintiffs to have any interest in the real and personal property of the testator are the plaintiff, Etta E. Shanks, Administratrix of Josephine S. Obrecht, late of Baltimore City, deceased, who is solely entitled to all of the personal property, and the plaintiff, Etta E. Shanks, who is solely entitled to all of the real property of the testator; her husband, Morris B. Shanks, one of the plaintiffs, being entitled to a husband's statutory interest in such real property by virtue of his marriage to her.

15. That all of the plaintiffs are over twenty-one years of age and reside in the City of Baltimore, State of Maryland.

WHEREFORE, THE PLAINTIFFS PRAY THE COURT:

- (a) To assume jurisdiction over the real and personal property of the said Charles Frederick Obrecht, deceased, and the distribution and delivery thereof.
- (b) To construe his last will and testament dated November 23rd, 1921.
- (c) To determine whether he died intestate effectually as to all of his property.
- (d) To determine what parties are entitled to his real and personal property.
- (e) And to grant to the plaintiffs such other and further relief as the nature of the case may require.

May it please the court to pass an order directing the plaintiffs to give notice by publication to the unknown devisees or legatees, if any, of Charles Frederick Obrecht, late of Baltimore City, deceased, whether they be residents or non-residents of this State, of

the substance and object of this bill, warning them to appear in this Court by a day therein stated and show cause, if any they have, why relief should not be granted as prayed in this bill.

Smith & Smith  
Solicitors for Plaintiffs.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 12th day of November, 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Etta E. Shanks, Surviving Administratrix with the will annexed of Charles Frederick Obrecht, late of Baltimore City, deceased, and made oath, in due form of law, that the facts alleged in the foregoing bill of complaint are true, to the best of her knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my Notarial Seal.

(Seal)

Charles Ruzicka

(Place)

Notary Public.

#### DECREE

Filed 4" May 1925

Etta E. Shanks, Surviving administratrix  
with the will annexed of Charles Frederick  
Obrecht, late of Baltimore City, deceased;

Etta E. Shanks, administratrix of Josephine  
S. Obrecht, late of Baltimore City, deceased;

Etta E. Shanks and Morris B. Shanks, her husband,

vs.

THE UNKNOWN DEVISEES AND LEGATEES,  
IF ANY, OF CHARLES FREDERICK OBRECHT,  
late of Baltimore City, deceased.

IN THE  
CIRCUIT COURT  
OF  
BALTIMORE CITY

This case being ready for a decree, all the proceedings in it have been read and considered by the Court.

It is thereupon, this 4" day of May, nineteen hundred and twenty-five, adjudged, ordered and decreed by the Circuit Court of Baltimore City:

(1) That the Court assumes jurisdiction of the real and personal property of Charles Frederick Obrecht, late of Baltimore City, deceased, and the distribution and delivery thereof.

(2) That the last will and testament of Charles Frederick Obrecht, deceased, dated November 23, 1921, mentioned in the proceedings in this case, <sup>is</sup> inoperative to devise or bequeath any of the real or personal property of the testator, and that he died intestate effectually as to all of his property.

(3) That Etta E. Shanks, administratrix of Josephine S. Obrecht, late of Baltimore City, deceased, is entitled to all of the personal property of Charles Frederick Obrecht, deceased; and Etta E. Shanks, individually, is entitled to all of the real property of Charles Frederick Obrecht, deceased.

(4) That Etta E. Shanks, surviving administratrix with the will annexed of Charles Frederick Obrecht, deceased, is directed to make distribution or delivery of all of the personal property of Charles Frederick Obrecht, deceased, to Etta E. Shanks, administratrix of Josephine S. Obrecht, deceased, That for the purpose of said distribution of the personal

property of Charles Frederick Obrecht, deceased, the said Etta E. Shanks, surviving administratrix with the will annexed of Charles Frederick Obrecht, deceased, is authorized to execute and deliver to Etta E. Shanks, administratrix of Josephine S. Obrecht, deceased, a deed of the leasehold property owned by the said Charles Frederick Obrecht, deceased, and also to execute assignments of shares of stock, mortgages, mortgage notes or any form of security which may require the execution of any form of assignment for the full and effectual distribution of said personal property of the said Charles Frederick Obrecht, deceased.

(5) That the proceedings in this case are referred to one of the auditors of the Court for the purpose of stating an account in relation to the personal property of Charles Frederick Obrecht, deceased, in the possession or control of his surviving administratrix.

(6) That the costs in this case shall be paid by the surviving administratrix of Charles Frederick Obrecht, deceased, out of the personal estate of such decedent.

Charles F. Stein.

This is a proper decree to be passed in this case.

Ward B. Coe

Auditor and Master.

State of Maryland, City of Baltimore, SS:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint and Decree of Court now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 26th day of November A. D., 1941

(Court Seal)

Chas. R. Whiteford,  
Clerk.

|                                        |   |                          |
|----------------------------------------|---|--------------------------|
| In the Matter of the Sale of Mortgaged | : | No. 7886 Equity.         |
| Real Estate of Philip Booth and Agnes  | : | In the Circuit Court For |
| Booth, his wife.                       | : | Anne Arundel County.     |
|                                        | : |                          |

Mr. Clerk:

Please docket this suit and file the original mortgage.

Benjamin Michaelson

Attorney-named-in-mortgage.

Order to docket suit, etc. Filed Sept. 13th., 1931.

This Mortgage, Made this 25th day of August in the year nineteen hundred and 32 between Philip Booth and Agnes Booth, his wife, mortgagors, and the Enterprise Building & Loan Association of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said Philip Booth and Agnes Booth, his wife, being the holders of 11 shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Five Hundred Fifty dollars, which is the full par value of said 11 shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said 11 shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage--the execution hereof being a condition precedent of said advance being made by said Association. Exp

Now therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said Philip Booth and Agnes Booth, his wife, do hereby grant and convey unto the said Enterprise Building and Loan Association, of Annapolis, Md., Inc., its successors and assigns, all that lot or part of a lot of ground situate, lying and being in the Second Election District of Anne Arundel County, and being a part of Lot Number 109 as designated on a plat of "Horn Point" now Eastport, which was made by John Duvall, Esquire, Surveyor, September 30, 1868, and particularly described as follows:

BEGINNING for the same on the southwest side of Fifth Street distant from the south corner of Chester Avenue and Fifth Street sixty-five (65) feet and running from thence and with the line of said Fifth Street in a southeasterly direction for the distance of twenty-five (25) feet; thence leaving said street and running in a southwesterly direction for the distance of eighty-two (82) feet six (6) inches to the line of Lot Number 110 as laid down on said plat; thence with the line of the last mentioned lot and in a northwesterly direction for the distance of twenty-five (25) feet; thence in a northeasterly direction for the distance of eighty-two (82) feet six (6) inches to the place of beginning. Being the same property which was conveyed to the said Philip Booth and Julia B. Booth, his mother, by James Revell and wife by deed dated September 22, 1900, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 18, folio 425; the said Julia Booth having since died and her interest in the said property having been conveyed to the said Philip Booth by George E. Booth, et al, by deed dated August 20, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 42, folio 271.

Together with the buildings and improvements thereon, and all the rights, roads, ways,

waters, privileges, appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Enterprise Building and Loan Association, of Annapolis, Md., Inc., its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: To pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Two Dollars Seventy-five Cents being twenty-five cents dues on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Five Hundred Fifty dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said share of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Philip Booth and Agnes Booth, his wife, by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Five Hundred and Fifty dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable and the said mortgagee, its successors or assigns, or Benjamin Michaelson, its authorized Attorney and Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or

purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County-- which terms shall be such as the party making the sale shall elect-- and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of twenty-five dollars, and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or whoever may be entitled to the same.

And the said mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee, its successors or assigns, or Benjamin Michaelson, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

Witness the hands and seals of the mortgagors.

Test:

Benj. Michaelson

Agnes Booth (Seal)

Philip Booth (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 25th day of August in the year nineteen hundred and 32 before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Philip Booth and Agnes Booth, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared Charles E. Chance, the President of the Enterprise Building & Loan Association, of Annapolis, Md., Inc., and made oath in due form of law that the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) Benjamin Michaelson

Notary Public.

In the matter of the Sale of Mortgaged  
Real Estate of Philip Booth and Agnes Booth,  
his wife.

No. 7886 Equity.  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage debt. -- Filed Sept. 13th., 1939.

Philip Booth, Dr. to  
Enterprise Building and Loan Association.

|                     |             |
|---------------------|-------------|
| Balance due on Loan | \$390.23    |
| Interest            | <u>2.40</u> |
|                     | \$392.63    |

Edward A. Hesselbrock, Secretary.

State of Maryland, Anne Arundel County, To Wit:

I HEREBY CERTIFY, That on this 13<sup>th</sup> day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward A. Hesselbrock, Secretary of the Enterprise Building and Loan Association of Annapolis, Md. Inc., and made oath in due form of law that the above statement is true and bona fide to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Lina Johnson  
Notary Public.

Bond -- Filed & Approved this 25<sup>th</sup> day of September, 1939 --Filed 25<sup>th</sup> Sept. 1939.

Indemnity Eagle Company

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Attorney named-in-mortgage, as Principal, and Eagle Indemnity Company, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 25<sup>th</sup> day of September, Nineteen Hundred and Thirty-nine.

Whereas, by virtue of a power of sale contained in a mortgage from Philip Booth and Agnes Booth, his wife to Enterprise Building and Loan Association, bearing date on or about the 25<sup>th</sup> day of August, Nineteen Hundred and Thirty-two the said Benjamin Michaelson, Attorney-named-in-mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson, Attorney-named-in-mortgage, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now The Condition Of The Above Obligation Is Such, That if the above bounden Benjamin Michaelson, Attorney, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Wm. A. Nayden

(Corporate Seal)

Benjamin Michaelson (Seal)

Eagle Indemnity Company  
By: Benjamin Michaelson  
Attorney-in-fact.



In the Matter of the Sale of the  
Mortgaged Real Estate of Philip  
Booth and Agnes Booth, his wife.

No. 7886 Equity.  
In the Circuit Court For  
Anne Arundel County.

Report of Sale and Order Nisi thereon. --Filed Oct. 11th., 1939.

To the Honorable, the Judge of said Court:

The report of Benjamin Michaelson, Attorney-named -in-mortgage, to make sale of certain real estate herein mentioned, respectfully shows:

That, whereas by a certain mortgage from Philip Booth and Agnes Booth, his wife, dated August 25, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 103, folio 319, said Benjamin Michaelson, Attorney-named-in-mortgage, was authorized to sell the property in said mortgage described in case of default in any of the covenants of said mortgage, and whereas default having occurred thereunder, the said Benjamin Michaelson, Attorney-named-in-mortgage, after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and having given notice of the time, place and manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, did, under and by virtue of the power of sale contained in said mortgage, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Thursday, October 5, 1939, at Eleven O'clock A. M., and then and there proceed to sell said property in a manner following, that is to say:

The said Attorney-named-in-mortgage, offered at public sale to the highest bidder the property mentioned and described in said mortgage, particularly described as follows:

All that lot or part of a lot of ground situate, lying and being in the Second Election District of Anne Arundel County, and being a part of Lot No. 109 as designated on a Plat of "Horn Point", now Eastport, which was made by John Duvall, Esquire, Surveyor, September 30, 1868, and particularly described as follows:

Beginning for the same on the Southwest side of Fifth Street, now Second Street, distant from the South corner of Chester Avenue and Fifth Street, sixty-five feet, fronting on said Fifth Street twenty-five feet, and having a depth of eighty-two feet and six inches. Being the same property which was conveyed to Philip Booth by George E. Booth et al., by deed dated August 20, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 42, folio 271.

And the said attorney sold the above described property to the Enterprise Building and Loan Association of Annapolis, Maryland, Inc. for the sum of Seven Hundred and Fifty Dollars (\$750.00), it being at that price the highest bidder therefor, and said purchaser made a deposit of Two Hundred and Fifty Dollars (\$250.00) on account of the purchase price and has agreed to comply with the terms of sale by making payment of balance of the purchase price in cash upon ratification of sale by the Court.

Respectfully submitted.

Benjamin Michaelson  
Attorney-named-in-mortgage.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 10th day of October, 1939, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Attorney-named-in-mortgage, and duly acknowledged the foregoing Report of Sale to be true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Lina Johnson,

Notary Public.

Advertisement of Sale --George W. Scible, Auctioneer.

Mortgagee's Sale of valuable Property Situated on Fifth Street, now Second Street, Eastport, Second Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale contained in a mortgage from Philip Booth and Agnes Booth, his wife, dated August 25, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 103, folio 319, default having occurred in said mortgage, the undersigned, as attorney named in said mortgage, will offer for sale at public auction at the Court House Door, in the City of Annapolis, Maryland, on Thursday, Oct. 5, 1939 at 11:00 o'clock A. M.

All that lot or part of a lot of ground situate, lying and being in the Second Election District of Anne Arundel County, and being a part of Lot No. 109 as designated on a plat of "Horn Point", now Eastport, which was made by John Duvall, Esquire, Surveyor, September 30, 1868, and particularly described as follows:

Beginning for the same on the southwest side of Fifth Street, now Second Street, distant from the south corner of Chester Avenue and Fifth Street sixty-five feet, fronting on said Fifth Street 25 feet, and having a depth of 82 feet and 6 inches.

Being the same property which was conveyed to Philip Booth by George E. Booth et al, by deed dated August 20, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 42, folio 271.

Said property is improved by a two-story frame dwelling.

Terms of Sale: A deposit of \$250 will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereof at the rate of six per cent per annum, to be paid in cash upon final ratification of the sale.

Taxes and other expenses to be adjusted to the day of sale.

For further particulars apply to :

Benjamin Michaelson,  
Attorney Named in Mortgage,  
15 School St., Annapolis, Md.

PURCHASER'S AGREEMENT.

I HEREBY certify that I have this 5th day of October, 1939, purchased the property mentioned in these proceedings, from Benjamin Michaelson, Attorney-named-in-mortgage, for the sum of Seven Hundred and Fifty Dollars, and I hereby agree to comply with the terms of sale.

Witness my hand seal.

Test:

Lina Johnson

Enterprise Building and Loan Association of Annapolis, Md., Inc.

By T. K. Harrison (Seal)

President and Purchaser.

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 5th day of October, 1939, sold the property mentioned in these proceedings for the sum of Seven Hundred and Fifty Dollars, to the Enterprise Building and Loan Association of Annapolis, Maryland, it being at that price the highest bidder therefor.

Witness my hand and seal.

Test: Lina Johnson

Geo. W. Scible (Seal)

Auctioneer.

ORDER NISI

Ordered, this 11th day of October, 1939, That the sale of the mortgaged Real Estate of Philip Booth and Agnes Booth, his wife, made and reported by Benjamin Michaelson, Attorney-named-in-mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 13th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of November next.

The report states that the amount of sales to be \$750.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., Nov. 8, 1939

We hereby certify, that the annexed Order Nisi- Sale - Booth - No. 7886 Equity - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of November, 1939. The first insertion being made the 12th day of October, 1939.

The Capital-Gazette Press, Inc.

By A. Friend.

Ordered By The Court, This 14th day of November, 1939, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the  
Mortgaged Real Estate of Philip  
Booth and Wife

No. 7886 Equity.  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed January 24th. 1940.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Philip Booth and wife in  
ac. with Benjamin Michaelson, Attorney

|                             |              |       |
|-----------------------------|--------------|-------|
| To Attorney for fee         | \$25.00      | \$    |
| To Attorney for commissions | <u>46.63</u> | 71.63 |

To Attorney for Court costs, viz:

|                                        |             |       |
|----------------------------------------|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 12.25       |       |
| Auditor                                | <u>9.00</u> | 31.25 |

To Attorney for Expenses, viz:

|                                          |             |       |
|------------------------------------------|-------------|-------|
| Capital-Gazette Press - advertising sale | 22.50       |       |
| Capital-Gazette Press - handbills        | 5.50        |       |
| Capital-Gazette Press - Order nisi on    |             |       |
| Capital-Gazette Press - Report of Sale   | 5.00        |       |
| Capital-Gazette Press - Order nisi on    |             |       |
| Capital-Gazette Press - Auditor's acct.  | 5.00        |       |
| George W. Scible - auctioneer            | 10.00       |       |
| Benj. Michaelson, Agent - bond premium   | 10.00       |       |
| One-half Federal revenue stamps          | .50         |       |
| One-half State revenue stamps            | .40         |       |
| Lina Johnson - notary fees               | <u>1.00</u> | 59.90 |

To Attorney for Taxes, viz:

|                                           |       |
|-------------------------------------------|-------|
| 1939 State and County taxes (\$25.45-adj) | 19.45 |
|-------------------------------------------|-------|

To Enterprise Building & Loan Ass'n. of

|                                    |        |
|------------------------------------|--------|
| Annapolis, Md., Inc. - in full for |        |
| mortgage claim                     | 392.63 |

|                                            |                 |
|--------------------------------------------|-----------------|
| To Philip Booth, mortgagor, - this balance | <u>177.64</u>   |
|                                            | <u>\$752.50</u> |

|                                   |                 |
|-----------------------------------|-----------------|
| Cr. Oct. 5, 1939 Proceeds of Sale | \$750.00        |
| Interest on deferred payment      | <u>2.50</u>     |
|                                   | <u>\$752.50</u> |

ORDER NISI

Ordered, This 24th day of January, 1940, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 26th., day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th., day of February next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., Mar. 5, 1940

We hereby certify, that the annexed Order Nisi - Auditors Acct. - Philip Booth and wife, No. 7886 Eq. - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of February, 1940. The first insertion being made the 25th day of January, 1940

The Capital-Gazette Press, Inc.

By Alfaretta Friend.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 8th day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                                  |   |                      |
|--------------------------------------------------|---|----------------------|
| Robert Parrish and Myrtle Parrish,               | : | No. 8203 Equity      |
| his wife, Adelia Parrish Muth and Edward         | : |                      |
| Muth, her husband, William Cragg, single,        | : | In The Circuit Court |
| Mary Cragg Howard and Melvin Howard, her         | : |                      |
| husband, Sarah Cragg Tennyson and James          | : | For                  |
| Tennyson, her husband, Cora Cragg Staton         | : |                      |
| and Jesse Staton, her husband, Cornelia          | : | Anne Arundel County. |
| Cragg Bailey and William Bailey, her hus-        | : |                      |
| band, Evelyn Brown Anderson, divorced,           | : |                      |
| Harry Brown, single, Irving Brown, single,       | : |                      |
| Marjorie Brown Wiederman and Michael             | : |                      |
| Wiederman, her husband, and Lorraine Brown       | : |                      |
| Sherlock and Paul Sherlock, her husband          | : |                      |
| vs.                                              | ; |                      |
| Margaret A. Williams, widow, George Benjamin ;   |   |                      |
| Brantzell, single, Lillian M. Emrich and Grover  |   |                      |
| Emrich, her husband, Charles E. Brantzell and :  |   |                      |
| Nina Brantzell, his wife, John Henry Brantzell : |   |                      |
| and Marjorie Brantzell, his wife, and Anita :    |   |                      |
| C. Going and Richard Going, her husband.         | : |                      |

Mr. Clerk:

Please docket suit, file Bill, etc., and issue for Defendants

George B. Woelfel,

Plaintiff Solicitors

Bill of Complaint -- Filed June 3rd., 1941.

To the Honorable, the Judge of said Court:

Your Orators humbly complaining respectfully represent unto this Honorable Court:

1. That Hester Ann Branzell, widow of John H. Branzell, late of Anne Arundel County, deceased, was during her lifetime and at the time of her death, seized and possessed in fee simple absolutely of a lot of ground lying, being and situate in the Village of Eastport which was acquired by John H. Branzell and Hester Ann Branzell, his wife, from James M. Munroe, Trustee, by deed dated the 24th day of January, 1918, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 147, folio 145, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill of Complaint, the said John H. Branzell having died on the 1st day of July, 1919, thereby vesting a fee simple title in his widow, the said Hester Ann Branzell.

2. That being so seized and possessed the said Hester Ann Branzell departed this life on or about the 3rd day of April, 1941, intestate and leaving surviving her as her only heirs at law:

- (a) A daughter, Margaret A. Williams, a widow.
- (b) A son, George Benjamin Branzell who is single.
- (c) A daughter, Lillian M. Emrich who intermarried one Grover Emrich.
- (d) A son, Charles E. Branzell who intermarried one Nina Branzell.
- (e) A son, John Henry Branzell who intermarried one Marjorie Branzell.
- (f) A daughter, Anita C. Going who intermarried one Richard Going.

and the children of a deceased daughter Hester Parrish who died October 17th, 1931,

- (g) A son, Robert Parrish whose wife is Myrtle Parrish.
- (h) A daughter, Adelia Parrish Muth, who intermarried one Edward Muth.

and the children of a deceased daughter Mary Cragg who died October 18th, 1918,

- (i) A son, William Cragg who is single.
- (j) A daughter, Sarah Cragg Tennyson who intermarried one James Tennyson.
- (k) A daughter, Mary Cragg Howard who intermarried one Melvin Howard.
- (l) A daughter, Cora Cragg Staton who intermarried one Jesse Staton.
- (m) A daughter, Cornelia Cragg Bailey who intermarried one William Bailey.

and the children of another deceased daughter Sarah Ellen Brown who died January 16th, 1923,

- (n) A daughter, Evelyn Brown Anderson, divorced.
- (o) A son, Harry Brown who is single.
- (p) A son, Irving Brown who is single.
- (q) A daughter, Marjorie Brown Wiederman who intermarried one Michael Wiederman.

- (r) A daughter, Lorraine Brown Sherlock who intermarried one Paul Sherlock.

3. That letters of administration have been granted on her estate to George Benjamin Branzell and Cora M. Cragg Staton and all parties to this suit are adults.

4. That in view of the fact that the lot of ground hereinbefore referred to is improved by a two story frame dwelling the said property cannot be divided in kind amongst the parties entitled thereto without material loss or injury.

To the end therefore:

1. That this Honorable Court may pass a decree in this matter appointing a trustee or trustees to sell the premises herein described and after the payment of all court costs

and other expenses incident to the sale to divide the balance amongst the parties entitled thereto.

2. That your Orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators the writ of subpoena directed to the said Margaret A. Williams, widow, residing on Chesapeake Ave., Eastport, Md., George Benjamin Branzell, single, residing at 310 Third St., Eastport, Md., Lillian M. Emrich and Grover Emrich, her husband, residing on Chesapeake Ave., Eastport, Md., Charles E. Branzell and Nina Branzell, his wife, residing at 520 First St., Eastport, Md., John Henry Branzell and Marjorie Branzell, his wife, residing on Severn Ave., Eastport, Md., all adults, and an order of publication directed to Anita C. Going and Richard Going, her husband, adults, non-residents of this State residing in Chicago, Illinois, commanding them to be and appear in this Honorable Court upon some day certain to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiffs

Robert Parrish et al

vs.

Margaret S. Williams et al

No. 8203 Equity

In The Circuit Court For

Anne Arundel County.

Plaintiffs Exhibit No. 1 -- Filed June 3rd., 1941.

THIS DEED Made this 24th, day of January, in the year 1918, by James M. Munroe, Trustee of the first part, and John H. Branzell and Hester Ann Branzell, his wife, of the second part, all of Anne Arundel County, Maryland, Witnesseth:

Whereas by a deed of even date herewith the property hereinafter mentioned was granted and conveyed to James M. Munroe, Trustee, by the parties of the second part, in special trust and confidence, nevertheless, that the said James M. Munroe, as such Trustee, would immediately re-convey the property unto the said John H. Branzell and Hester Ann Branzell, his wife, as tenants by the entireties thereof.

Now Therefore, in execution of the aforesaid trust, the said James M. Munroe, as Trustee aforesaid, doth by these presents grant and convey unto the said John H. Branzell and Hester Ann Branzell, husband and wife, as tenants by the entireties.

All that lot of ground situate in the Second Election District of Anne Arundel County, in the Village of Eastport, formerly called Horn Point, designated as Lot No. 248, on the Plat of Eastport made by John Duvall, Surveyor, and described in a deed thereof to the said John H. Branzell from Edwin L. Tunis and wife, and the Mutual Building Association of Annapolis, Maryland; et al. said deed bearing date the 17th, day of September, in the year 1888, and recorded in Land Records of Anne Arundel County in Liber S. H. No. 33, folio 431 &c; and being the same property which by deed of even date herewith was granted and conveyed to the said James M. Munroe, Trustee, by the said John H. Branzell and Hester Ann Branzell, his wife, in trust as above stated.

Together with all the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have And To Hold the above described property unto the said John H. Branzell and Hester Ann Branzell, his wife, as tenants by the entireties thereof.

Witness my hand and Seal.

Test:

Ethel T. Jickling.

James M. Munroe

Trustee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify, that on this 24th day of January, in the year 1918, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named James M. Munroe, Trustee, and acknowledged the foregoing deed to be his act.

Witness my Hand and Seal Notarial.

(Notarial Seal)

Ethel T. Jickling,

Notary Public.

Recorded on the 24th day of January, 1918.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G. W. No. 147, folio 145, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County.

(Court Seal)

John H. Hopkins, 3rd., Clerk.

Robert Parrish, et.al.

No. 8203 Equity

VS.

In The Circuit Court For

Margaret A. Williams, et.al.

Anne Arundel County

ANSWER of Margaret A. Williams, Anita Going & husband -- Filed June 23rd., 1941.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Margaret A. Williams, widow, and Anita C. Going and Richard Going, her husband, to the Bill of Complaint filed against them by Robert Parrish, et.al. respectfully shows as follows:

(1) Answering the first paragraph of the Bill of Complaint these Respondents aver that Hester Ann Branzell died seized and possessed in fee simple of the lot of ground referred to in said Bill of Complaint.

(2). Answering the second paragraph of the Bill of Complaint these Respondents admit the allegation that the said Hester Ann Branzell departed this life on or about the 3rd day of April, 1941 intestate, leaving three daughters, Lillian M. Emrick, Margaret A. Williams and Anita C. Going, and three sons, George Benjamin Branzell, Charles E. Branzell, and John Henry Branzell; and that three daughters, Hester Parrish, Mary Cragg, and Sarah Ellen Brown, predeceased the said Hester Ann Branzell.

(3) Answering the third paragraph of the Bill of Complaint these Respondents aver that all of the defendants named in the said Bill of Complaint are adults.

(4). Answering the fourth paragraph of the Bill of Complaint these Respondents admit that the lot of ground referred to is improved by a frame dwelling but call upon the Plain-



tiffs for strict proof of the allegation that said property cannot be divided in kind among the parties entitled.

And as in duty bound, etc.

J. Oliver Clark

Solicitor for Respondents.

Margaret A. Williams

Anita C. Going

Richard Going

Robert Parrish, et. al.

VS.

Margaret A. Williams, et. al.

No. 8203 Equity

In The Circuit Court For

Anne Arundel County.

ANSWER -- Filed June 23" 1941.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of George Benjamin Branzell, Lillian Emrick and Grover Emrick, her husband, and John Henry Branzell and Marjorie Branzell, his wife, Charles E. Branzell and Nina Branzell, his wife, to the Bill of Complaint filed against them by Robert Parrish, et. al. respectfully shows as follows:

(1). Answering the first paragraph of the Bill of Complaint these Respondents aver that Hester Ann Branzell died seized and possessed in fee simple of the lot of ground referred to in said Bill of Complaint.

(2). Answering the second paragraph of the Bill of Complaint these Respondents admit the allegation that the said Hester Ann Branzell departed this life on or about the 3rd day of April, 1941 intestate, leaving three daughters, Lillian M. Emrick, Margaret A. Williams and Anita C. Going, and three sons, George Benjamin Branzell, Charles E. Branzell, and John Henry Branzell; and that three daughters, Hester Parrish, Mary Cragg, and Sarah Ellen Brown, predeceased the said Hester Ann Branzell.

(3) Answering the third paragraph of the Bill of Complaint these Respondents aver that all of the defendants named in the said Bill of Complaint are adults.

(4). Answering the fourth paragraph of the Bill of Complaint these Respondents admit that the lot of ground referred to is improved by a frame dwelling but call upon the Plaintiffs for strict proof of the allegation that said property cannot be divided in kind among the parties entitled.

And as in duty bound, etc.

George Benjamin Branzell

Lillian M. Emrick

Grover Emrick

Charles E. Branzell

Nina Branzell

John Henry Branzell

Marjorie Branzell

J. Oliver Clark

Solicitor for Respondents.

Petition to take testimony and order of court thereon --Filed August 19, 1941

To the Honorable, the Judge of said Court:

The petition of Robert Parrish respectfully shows:

1. That your Petitioner has filed his bill of Complaint which said bill of complaint

has been duly answered by all of the Defendants.

Wherefore your Petitioner prays:

1. That leave may be granted the parties to this cause to take such testimony as they desire before any one of the standing examiners of this Court.

And as in duty bound, etc.

George B. Woelfel  
Solicitor for Plaintiffs.

#### ORDER OF COURT

Upon the foregoing petition it is this 20th day of August, in the year 1941, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that leave be and the same is hereby granted to all of the parties to this proceedings to take such testimony as they desire before any one of the standing examiners of this Court.

Ridgely P. Melvin, Judge.

Robert Parrish and wife et al.

vs.

Margaret A. Williams, et al.

No. 8203 Equity  
In The Circuit Court For  
Anne Arundel County.

Testimony and one exhibit on behalf of the Plaintiff, August 22nd, 1941.

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. J. Oliver Clark, Solicitor for Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

\*\*\*Agreement of Counsel to waive signatures.

Witnesses:-

Cora M. Staton, ----- 2 to 5

Marjorie Brown Weidmann, -----6 to 7

Fritz Schoen, ----- 8

Cora M. Staton, a witness of lawful age, one of the Plaintiffs, being first duly sworn deposes and says:-

(Woelfel) 1. State your name and address?

A. Cora M. Staton, 820 Chester ave., Eastport, Md.

2. You are one of the Plaintiffs in this suit are you not?

A. Yes sir, I am.

3. Did you know John H. Branzell?

A. Yes sir, he is my grandfather.

4. Is he now living or dead?

A. He is dead.

5. When did he die?

A. July 1st, 1919 to the best of my knowledge.

6. Who was the wife of John H. Branzell?

A. Hester Ann Branzell.

7. Is Hester Ann Branzell now living or dead?

A. She is dead.

8. When did she die?

A. April 3rd, 1941.

9. Did Hester Ann Branzell leave a last Will and Testament?

A. No.

10. Were Letters of Administration taken out on her estate?

A. Yes.

11. Who are the Administrators of her estate?

A. Cora M. Staton and George Benton Branzell, the estate has not yet been closed.

12. Did Hester Ann Branzell and John H. Branzell own any real estate at the time of the death of Hester Ann Branzell?

A. Hester Ann Branzell owned it herself after the death of her husband John H. Branzell.

13. Where is that property located?

A. Third street, Eastport, Anne Arundel County, Md.

14. I hand you a deed from James M. Munroe, Trustee, to John H. Branzell and Hester Ann Branzell his wife dated the 24th of January, 1918 recorded among the Land Records of Anne Arundel County in Liber G. W. 147, Folio 145 and ask you if this is a certified copy of the deed to the property mentioned?

A. Yes it is.

-----Offered in evidence and filed as Exam. Exh. A

15. Describe that property?

A. It has a frontage of 82½ feet on Severn avenue with a depth of 240 feet on Third street and is on Spa Creek.

16. How many children were born as a result of the marriage of John H. Branzell and Hester Ann Branzell?

A. There were eleven children, two died in infancy, making nine.

17. Name those who are living and their husbands or wives as the case may be, as you go down the line?

- A. 1. Margaret A. Williams, widow.  
 2. George Benton Branzell, single.  
 3. Lillian M. Emrich, who married Grover Emerich  
 4. Charles Branzell, and Nina Branzell, his wife.  
 5. John Henry Branzell, and Margaret Branzell, his wife.  
 6. Anita C. Going, whose husband is Richard Going.

These are the only six children who are now living.

18. Who are the other three children who are deceased?

7. Hester Branzell who married Robert Parrish who is now dead, but by whom she had two children,  
 Robert Parrish who married Myrtle Parrish  
 Adelia Parrish Muth who married Edward Muth

After the death of her husband Robert Parrish Hester married Edwin Rater who is married again.

19. When did Hester Parrish Rater die?

A. She died about the year 1931; there were no children by the second marriage.

8. Mary Branzell, was another daughter who married William Craig, she died October 18th 1918 and left surviving her five children, namely,-

1. William Craig, single,
2. Sarah Tennyson who married James Tennyson
3. Mary Howard who married Melvin Howard
4. Cora Staton ( myself ) who married Jess Staton
5. Cornelia Bailey, who married William Bailey,

these five children of Mary Branzell Craig, are all living.

20. Who was the other child of John H. Branzell and Hester Ann Branzell?

A. 9. Sarah Ellen Brown who married Benjamin Brown. She died on the 16th of January, 1923 and left five children, namely:-

1. Evelyn Anderson, divorced
2. Harry Brown, single
3. Irving Brown, single,
4. Marjorie Weidmann, whose husband is Marcelle Weidmann
5. Lorraine Sherloch, wife of Paul Sherloch.

21. Is Marjorie Weidmann, the young lady whose name is spelled in the Bill as "Widerman"?

A. Yes.

22. And her husband is Marcelle Weidmann, otherwise known as "Michael"?

A. Yes.

23. Are all of the parties to this suit adults?

A. Yes.

24. Where and when was Evelyn Anderson divorced?

A. To the best of my knowledge and belief she was divorced in Frederick Maryland about a year and a half ago.

25. What was her husband's name?

A. John Anderson.

26. This lot of ground of which you speak that was left in Eastport by John H. Branzell and Hester Ann Branzell his wife, are there any improvements upon that property?

A. A frame dwelling house of about eight rooms, a wharf and an old boat house.

27. Can this real estate be divided in kind among the parties entitled thereto according to their respective shares without material loss or injury to them?

A. No.

28. Why cannot it be so divided?

A. You can't divide it into little pieces, there are too many people interested in it, about 36 of them, and if divided would be so many little pieces would have no fair value to anybody, and you can't cut up the house.

Q. What were the names of the two children who died in infancy?

A. One was Annie and the other one was Garland, each a year old when died.

29. In your opinion, what is necessary to be done in order to properly divide that property?

A. Sell it and divide the money as the interests appear.

30. In your opinion, what is a fair, market value of that property as of today?

A. It is worth no less than \$15,000 and should being more.

No Cross Examinations.

To the general question under the rule the witness says:

A. No.

Cora M. Staton

Signature waived by agreement of Counsel.

Marjorie Brown Weidmann, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel) 1. State your name and residence?

A. Marjorie Brown Weidmann, No. 1 Cumberland Court, Annapolis, Md.

2. Did you know John H. Branzell in his life time?

A. Yes, he was my grandfather.

3. Is he now living or dead?

A. He is dead, he died July, 1919.

4. Did John H. Branzell have a wife, and if so, what was her name?

A. Hester Ann Branzell.

5. Is Hester Ann Branzell now living or dead?

A. She is dead, she died April 3rd, 1941.

6. Did Hester Ann Branzell leave any real estate in the Village of Eastport?

A. Yes, she left a piece of property 82½ feet by 240 feet corner of Third street and Severn avenue.

7. I hand you a deed dated the 24th of January, 1918 recorded among the Land Records of Anne Arundel County in Liber G. W. 147, folio 145 and ask you if this is a certified copy of the deed to the property?

A. Yes, it is filed as Exhibit A herewith.

8. Were Letters of Administration taken out upon the estate of Hester Ann Branzell?

A. Yes.

9. Who were appointed Administrators?

A. Cora M. Staton and George M. Branzell.

10. Did Hester Ann Branzell leave a Last Will and Testament?

A. No.

11. Has her estate been closed in the Orphans Court or is it still open?

A. It is still open.

12. Do you know all of the children of Hester Ann Branzell?

A. Yes.

13. You heard Mrs. Staton testify here a while ago as to the names and ages of all the children and grandchildren of Hester Ann Branzell, was her testimony in that respect correct?

A. Yes.

14. Would your testimony as to those heirs be identical with hers?

A. Yes it would.

15. What improvements are on this property?

A. An eight room frame dwelling house together with a boat house, the property is on Spa Creek.

16. Do you think this property can be divided in kind amongst those entitled to it without loss or damage to them?

A. It cannot.

17. Why do you say it cannot be?

A. Too many people to divide it amongst, and besides you can't cut up the house.

18. What would you say was necessary to do in order to divide the property?

A. Sell the property and divide the money.

19. What, in your opinion, is a fair market value for this property?

A. Considering the <sup>water-</sup>front I should say no less than \$15,000, it should bring more being it is on the water.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Marjorie B. Weidmann

Signature waived by agreement of Counsel.

Fritz Scheon, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel) 1. State your name, residence and occupation?

A. Fritz Schoen, Apartment 54, Maryland Hotel, am a Real Estate Broker.

2. How long have you been in the real estate business in Anne Arundel County?

A. Quite a number of years, going on thirty.

3. Are you familiar with value of real estate in Anne Arundel County, in and around Eastport?

A. I should say very well in real estate all over the county.

4. Have you seen the property mentioned in these proceedings and described in Examiner's Exhibit A, which was left by Hester Ann Branzell, in the Village of Eastport?

A. I have.

5. What, in your opinion, is a fair, market value of that real estate?

A. As I understand it is a lot 82½ feet by 240, it is very nicely located property bordering on Severn avenue, Third street and Spa Creek. While the improvements are not very much, there is an old 7 or 8 room house, and has a wharf and old oyster house at the end of the wharf, the water front is not improved, still in rough state, the house is kept in very good, fair condition, therefore, I say the value of the property, as it borders on the shores of the Creek, would, in my estimation, vary I could not see where the property at the present time would be worth more than about \$8,000.

6. Do you think that this property can be divided in kind amongst all of these heirs, over 30 of them, without loss to them?

A. Would not do to divide it into so many small parts as that.

7. What do you think is necessary to do to divide it up?

A. The only way is to sell it and divide the money.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Fred Schoen

Signature waived by agreement of Counsel.

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired at this time,- and the Defendant not desiring to take any testimony, this testimony is now closed and returned to the Court.

Witness my hand and seal this 29th day of August, 1941.

Jno. S. Strahorn (Seal)

Examiner.

Waiver of 10 day period for filing of exceptions and submission for final decree

Filed Sept. 5" 1941.

To the Honorable, the Judge of said Court:

The Plaintiffs and Defendants in the above entitled cause do hereby waive the ten day period for the filing of exceptions to the testimony and do hereby agree to submit this cause for final decree upon the testimony of the Plaintiffs alone.

George B. Woelfel

Solicitor for Plaintiffs.

J. Oliver Clark

Solicitor for Defendants.

Robert Parrish, et al

vs.

Margaret Williams, et al

No. 8203 Equity

In The Circuit Court For

Anne Arundel County.

Decree of Court Sept. 5, 1941 -- Filed Sept. 5" 1941.

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court and it appearing to the Court that the property in these proceedings mentioned cannot be divided among the parties entitled thereto without material loss or injury

It is thereupon this 5th day of September, in the year 1941, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate of Hester Ann Branzell, deceased, in these proceedings mentioned be sold and that George B. Woelfel and J. Oliver Clark be and they are hereby appointed trustees to make the said sale and their course and manner of proceedings shall be as follows: They shall first file with the Clerk of this Court a bond, to the State of Maryland, executed by themselves and a surety or sureties, to be approved by this Court, in the penalty of Twelve thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper or newspapers, published in Anne Arundel County, as they shall think proper of the time, place, manner and terms of sale, which terms shall be as follows: a deposit of Five Hundred Dollars shall be required of the purchaser on the day of sale, the balance to be paid upon the final ratification of the sale or all cash at the option of the purchaser. The deferred payments to bear interest at the rate of 6% from the day of sale and to be secured to the satisfaction of the said trustees and as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particulay account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money and not before the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers thereof, his, her or their heirs, the property and estate to them sold free, clear and dischare\_from all claims of the parties hereto, plaintiffs and defendants,

and of those claiming by, from or under them, or any of them, and the said Trustees shall thereupon bring into this Court the money arising from the said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin, Judge.

Robert Parrish et al

VS.

Margaret Williams et al

No. 8203 Equity

In The Circuit Court For

Anne Arundel County.

Bond --Filed & Approved this 24<sup>th</sup> day of Sept. 1941. -- John H. Hopkins, 3rd., Clerk.

KNOW ALL MEN BY THESE PRESENTS,

That We George B. Woelfel and J. Oliver Clark of Anne Arundel County and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve thousand (\$12,000) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of September in the year of our Lord one thousand nine hundred and forty-one

Whereas, by an order of the Circuit Court for Anne Arundel County bearing date on the 5th day of Sept one thousand nine hundred and forty-one and passed in a cause in the said Court, wherein Robert Parrish et al. were Complainants, and Margaret Williams et al. were Defendants, the above bound George B. Woelfel and J. Oliver Clark have been appointed Trustees to sell the real estate in said proceedings mentioned

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George B. Woelfel and J. Oliver Clark do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Mary M. Hoff

(Corporate Seal) Fidelity and Deposit Company of Maryland

Attest:

Margaret E. Branzell

George B. Woelfel (Seal)

J. Oliver Clark (Seal)

Per J. Oliver Clark,

Attorney-in-Fact.

Robert Parrish, et al,

vs.

Margaret A. Williams, et al

No. 8203 Equity

In The Circuit Court For

Anne Arundel County.

Report of Sale -- Filed Oct. 7<sup>th</sup> 1941

To the Honorable, the Judge of said Court:

The report of George B. Woelfel and J. Oliver Clark, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 5th day of September, 1941, to



make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of the sale by advertisement inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in the said City, on the 7th day of October, 1941, at 10 o'clock A. M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situate in the Village of Eastport, in the Second Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the same at the southwest intersection of Third Street and Severn Avenue and running all the way down Third Street a distance of 240 feet, more or less, to the water's edge, thence along the waters of Spa Creek  $82\frac{1}{2}$  feet, more or less, thence leaving the creek and running parallel to Third Street a distance of 240 feet, more or less, to Severn Avenue, thence along Severn Avenue  $82\frac{1}{2}$  feet, more or less, to the place of beginning, being Lot No. 248 on the plat of Eastport made by John Duvall, Surveyor.

Being the same property which was acquired by John H. Branzell and Hester Ann Branzell, his wife, from James M. Munroe, Tr., by deed dated the 24th day of January, 1918, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 147, folio 145.

And your Trustees sold the above described property to Bertram E. Spriggs at and for the sum of Nine Thousand Five Hundred (\$9,500) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of five hundred dollars, balance upon ratification of sale.

Respectfully submitted,

George B. Woelfel

J. Oliver Clark

Trustees

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 7th day of October, in the year 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel and J. Oliver Clark, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal)

Mary M. Hoff

Notary Public.

Advertisement of Sale George W. Scible, Auctioneer.

Public Sale of best Business or Residence Property in Eastport, Maryland

This lot begins at the southwest intersection of Third Street and Severn Avenue and runs all the way down Third Street a distance of 240 feet, more or less, to the water's edge, thence along the waters of Spa Creek  $82\frac{1}{2}$  feet, more or less, thence leaving the creek and running

parallel to Third Street a distance of 240 feet, more or less, to Severn Avenue, thence along Severn Avenue 82½ feet, more or less, to the place of beginning. Being Lot No. 248 on the plat of Eastport made by John Duvall, Surveyor. This property is improved by a two-story frame dwelling containing six rooms with all modern improvements and has a wharf and boat railway thereon. The harbor is deep at this property and affords an excellent opportunity for the purchaser to erect a large railway, a boat building establishment. A real buy for any one desiring a business where transportation by water is desired.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 5th day of September, 1941, and passed in a cause therein depending wherein Robert Parrish et al were plaintiffs and Margaret Williams et al were defendants, the undersigned were duly appointed trustees to make sale of the real estate in said proceedings mentioned and will sell at public auction to the highest bidder at the Court House door in the City of Annapolis, Maryland, on Tues., Oct. 7, 1941 at 10 o'clock A. M.  
All the above described property and improvements as described above.

Terms of Sale: A deposit of five hundred (\$500) dollars shall be required of the purchaser on the day of sale, the balance to be paid upon the final ratification of said sale, or all cash at the option of the purchaser. The deferred payments to bear interest at the rate of 6 per cent from the day of sale.

For further particulars apply to the undersigned.

J. Oliver Clark,

George B. Woelfel,  
Trustees.

October 7, 1941

This is to certify that I have purchased the property described on the reverse hereof, and that I agree to comply with the terms of sale as set forth on this handbill.

Sale price \$9500.00

Witness: J. Oliver Clark

Bertram E. Spriggs (Seal)

I hereby certify that I have sold the property described in this handbill to Bertram E. Spriggs for \$9500.00 and that said sale was fairly held and conducted and made to the highest bidder.

G. W. Scible, Auctioneer.

ORDER NISI

Ordered, this 7th day of October, 1941, That the sale of the real estate in these proceedings mentioned made and reported by J. Oliver Clark and George B. Woelfel, Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of November next.

The report states that the amount of sales to be \$9,500.00

John H. Hopkins, 3rd., Clerk .

Certificate of Publication

Office of The Annapolis News Annapolis, Maryland.

This is to Certify That the annexed advertisement of \_\_\_\_\_ was inserted in The Annapolis News, a weekly newspaper published in Anne Arundel County, Maryland, once a

week for 3 successive weeks before the 8th day of Nov. 1941 that is to say, the same was inserted in the issues of October 9, 16, 23, 1941

The Annapolis News

Edward R. Raymond, Business Manager.

Ordered By The Court, This 10th day of November, 1941 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin Judge.

Robert Parrish and Wife, et al

vs.

Margaret A. Williams, Widow, et al

No. 8203 Equity

In The Circuit Court For

Anne Arundel County.

Auditor's Report and Account & Consent of all parties in interest

Filed Nov. 22" 1941

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Robert Parrish and Wife, et al vs. Margaret A. Williams, Widow, et al in ac. with  
George B. Woelfel and J. Oliver Clark, Trustees

|                                  |               |        |
|----------------------------------|---------------|--------|
| To Trustees for Commissions      | \$315.00      | \$     |
| To Trustee (G.B.Woelfel) for fee | <u>100.00</u> | 415.00 |

To Trustees for Court costs, viz:

|                                        |              |       |
|----------------------------------------|--------------|-------|
| Plaintiffs' Solicitor's appearance fee | 10.00        |       |
| Defendants' Solicitor's appearance fee | 10.00        |       |
| Clerk of Court - costs                 | 26.50        |       |
| R. C. Turner, Sheriff - costs          | 6.65         |       |
| Auditor                                | <u>18.00</u> | 71.15 |

To Trustees for Expenses, viz:

|                                          |       |
|------------------------------------------|-------|
| Capital-Gazette Press - advertising sale | 31.00 |
| Capital-Gazette Press - handbills        | 5.50  |
| Order nisi on                            |       |
| Annapolis News - Report of Sale          | 5.00  |
| Order nisi on                            |       |
| Annapolis News - Auditor's acct.         | 5.00  |
| George W. Scible - auctioneer            | 25.00 |
| Fidelity & Deposit Co. - bond premium    | 48.00 |
| John S. Strahorn - examiner              | 8.00  |
| Juliet D. Strahorn - stenographer        | 5.00  |
| Clerk of Court - certified copy          | 1.00  |

|                                 |             |           |
|---------------------------------|-------------|-----------|
| To Amounts brought forward      | \$133.50    | \$ 486.15 |
| To Mary M. Hoff - notary fee    | .50         |           |
| One-half Federal revenue stamps | 5.25        |           |
| One-half State revenue stamps   | <u>4.75</u> | 144.00    |

Balance in hand for distribution - \$8883.15,

distributed as follows:

|                                               |               |                   |
|-----------------------------------------------|---------------|-------------------|
| To Margaret A. Williams, daughter - one-ninth | 987.02        |                   |
| To George B. Branzell, son                    | "             | 987.02            |
| Lillian M. Emrich, daughter -                 | "             | 987.02            |
| Charles' E. Branzell, son -                   | "             | 987.02            |
| John Henry Branzell, son -                    | "             | 987.02            |
| Anita C. Going, daughter -                    | "             | 987.02            |
| Robert Parrish, grandson - one-eighteenth     |               | 493.50            |
| Adelia P. Muth, granddaughter - "             |               | 493.51            |
| William Craig, grandson - one-forty-fifth     |               | 197.40            |
| Sarah C. Tennyson, granddaughter - "          |               | 197.40            |
| Mary C. Howard, granddaughter -               | "             | 197.40            |
| Cora C. Staton, granddaughter -               | "             | 197.40            |
| Cornelia C. Bailey, granddaughter -           | "             | 197.41            |
| Evelyn B. Anderson, granddaughter -           | "             | 197.40            |
| Harry Brown, grandson -                       | "             | 197.40            |
| Irving Brown, grandson -                      | "             | 197.40            |
| Marjorie B. Weidmann, granddaughter -         |               | 197.40            |
| Lorraine B. Sherlock, granddaughter -         | <u>197.41</u> | <u>8,883.15</u>   |
|                                               |               | <u>\$9,513.30</u> |

|                  |                                                          |             |
|------------------|----------------------------------------------------------|-------------|
| Cr. Oct. 7, 1941 | Proceeds of Sale                                         | \$9,500.00  |
|                  | Refund 1941 taxes (\$78.39-adj)                          | 10.90       |
|                  | Refund 1941 water and sewer benefit charge (\$17.33-adj) | <u>2.40</u> |
|                  |                                                          | \$9,513.30  |

We, the undersigned, all parties in interest in this suit do hereby agree to the immediate ratification of this Auditor's Account.

Cora M. Staton  
 Mary C. Howard  
 Sarah Cragg Tennyson  
 Lorraine B. Sherlock  
 Cornelia C. Bailey  
 Irving Brown  
 Marjorie B. Weidmann  
 Evelyn B. Anderson  
 Adelia P. Muth  
 Robert Parrish  
 William Cragg  
 Harry Brown  
 John Henry Branzell  
 Lillian M. Emrich  
 Charles E. Branzell

George B. Branzell  
Margaret A. Williams  
Anita C. Going

Filed Dec. 15th., 1941.

ORDER NISI

Ordered, This 22<sup>nd</sup> day of November, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 23rd day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of December next.

John H. Hopkins, 3rd., Clerk.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 15th day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, by consent of all parties in interest and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                  |   |                          |
|----------------------------------|---|--------------------------|
| In The Matter of the Sale of the | : | No. 8199 Equity.         |
| Mortgaged Real Estate of William | : | In The Circuit Court For |
| H. Lee Pauline Lee, his wife.    | : | Anne Arundel County.     |

Mr. Clerk:

Please docket this suit, record Assignment, file mortgage, and approve and file bond.

R. Tilghman Brice, 111, Assignee.

Original Mortgage, Assignments and Statement of Claim --Filed June 2" 1941.  
day of October, in the year nineteen hundred and twenty-nine,  
This Mortgage, Made this twenty-nine/ by and between William H. Lee and Pualine Lee,  
his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called  
"Mortgagors"; and the Annapolis Banking & Trust Company, a corporation of the State of  
Maryland, of the second part, hereinafter called "Mortgagee."

Whereas, the said Mortgagors have this day received by way of loan from the said Mortgagee the sum of Thirty-five Hundred Dollars (\$3,500.00), as evidence of which they have passed to the said Mortgagee their promissory note for said sum, of even date herewith, and payable six months after date, with interest thereon at the rate of six per centum per annum; and

Whereas, it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor, at the times limited for the same.

*Ey* NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Five Dollars (\$5.00), the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that tract or parcel of land located in the First Election District of Anne Arundel County, Maryland, on the public road now known as the State Road leading from Davidsonville to South River bridge, and containing ninety-nine and six tenths (99.6) acres, more or less, which is particularly described by metes and bounds, courses and distances in the mortgage from Robert E. Lee, Widower, et al, dated February 17, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. #137 folio 33.

Being the identical property allotted to Henry Augustus Lee in the deed of partition between the said Henry Augustus Lee and others, dated May 19, 1891, and recorded among the aforesaid Land Records in Liber S. H. No. 39 folio 9, said allotment being made to said Henry Augustus Lee for life, with remainder to his widow, under and by virtue of the Last Will and Testament of his mother, Caroline E. Lee, which said Will is duly recorded among the Testamentary Records of Anne Arundel County in Liber R. I. D. No. 1 folio 532, and upon the death of the said widow, then said property to go to their children, namely, Eive J. Hardy, nee Lee, Mabel E. Curtin, nee Lee, Gladys M. Meir, nee Lee, Robert E. Lee and William H. Lee; the entire fee simple title to said property having become vested in the said William H. Lee by the three following deeds, namely:

(1). Deed from Evie J. Hardy and husband, and Cora M. Lee, Widow of Henry Augustus Lee, to Robert E. Lee and William H. Lee, dated October 25, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 137 folio 39.

(2). Deed from Mabel E. Curtis and husband, and Gladys M. Meier, divorced, to Robert

E. Lee and William H. Lee, dated February 15, 1917, and recorded among said Land Records in Liber G. W. No. 137 folio 38; and

(3). Deed from Robert E. Lee, Widower, to said William H. Lee, dated January 23, 1919, and recorded among said Land Records in Liber W. N. W. No. 5 folio 136.

SAVE AND EXCEPTING THEREFROM, HOWEVER, all that lot, or those lots, of ground which were conveyed by the said William H. Lee and Pauline Lee, his wife, to J. Garland Healy and Charles Carlson, by deed dated February 23, 1922, and recorded among the Land Records aforesaid in Liber W. N. W. No. 55 folio 73.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

Provided, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty-five Hundred (\$3,500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or Ridgely P. Melvin, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel<sup>County</sup> in Equity, which said expenses, costs and commission the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Ridgely P. Melvin, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred (\$3,500.) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Laura R. Jickling

William H. Lee (Seal)

Pauline Lee (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 29th day of October, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Lee and Pauline Lee, his wife, the Mortgagors named in the foregoing Mortgage and duly acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ridgely P. Melvin, Agent and Attorney-in-Fact of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also that he is the Agent of the said Mortgagee and duly authorized to make this affidavit.

Witness My Hand And Seal Notarial.

(Notarial Seal) Laura R. Jickling  
Notary Public.

For value received, The Annapolis Banking and Trust Company hereby assigns the foregoing mortgage and debt thereby secured to The Annapolis Mortgage Company this 11th day of May, 1933.

Attest:

John B. Holliday, Jr. Sec'y

(Corporate Seal)

The Annapolis Banking & Trust Company

J. A. Walton President



Received for Record 12 day of May, 1933 at 11 o'clock A. M. and same day recorded in Liber F. S. R. No. 56 Fol. 112 Land Records of Anne Arundel County

Frank S. Revell, Clerk.

For value received, The Annapolis Mortgage Company hereby assigns the foregoing mortgage and debt thereby secured to the Reconstruction Finance Corporation this 11th day of May, 1933.

Attest: (Corporate Seal) The Annapolis Mortgage Company

John B. Holliday, Jr. Secretary.

J. A. Walton, President

Received for Record 12 day of May, 1933, at 11 o'clock A. M. and same day recorded in Liber F. S. R. No. 56 Fol. 112 Land Records of Anne Arundel County.

Frank S. Revell, Clerk.

For value received, the Reconstruction Finance Corporation, by its duly authorized Agent, hereby assigns the foregoing mortgage, and the debt thereby secured, to the Annapolis Mortgage Company this 4th day of March, 1935.

Witness:

Reconstruction Finance Corporation

Geo. E. Booker 111

By H. G. Gilmer, Its Attorney in Fact

For value received, The Annapolis Mortgage Company, a body corporate, hereby assigns the foregoing mortgage and the debt secured thereby to Albert Jerome Goodman, for purposes of foreclosure only, this 12 day of August, 1937.

Attest: (Corporate Seal)

The Annapolis Mortgage Company

J. P. Sterling  
Secretary.

By Andrew A. Kramer  
Vice-President.

Received for Record 16th day of Aug. 1937, at 10 o'clock A. M. and same day recorded in Liber F. S. R. No. 56, Fol. 113, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

August 18, 1937

For value received, and pursuant to the Order of Court, dated the 18 day of August, 1937, I hereby re-assign the within mortgage and the debt secured thereby, to the Annapolis Mortgage Company.

As witness my hand and seal.

Witness:

Albert Jerome Goodman (Seal)

Nettie N. Revelle

Assignee for Purpose of Foreclosure Only.

Received for Record 16" day of Aug. 197 at 10 o'clock A. M. and same day recorded in Liber F. S. R. No. 56, Fol. 113 Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For Value Received, The Annapolis Mortgage Company hereby assigns the foregoing mortgage and debt thereby secured to George M. Hall, this 10th day of February, 1938.

Attest: (Corporate Seal)

The Annapolis Mortgage Company

J. P. Sterling,  
Secretary.

Andrew A. Kramer  
Executive Vice-President.

Received for Record 10" day of Feb. 1938, at 12:45 o'clock P. M. and same day recorded in Liber F. S. R. No. 56, Fol. 113, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For Value Received And As Collateral Security, for my note at the Farmers National Bank of Annapolis dated the 23rd day of March, 1938, in the amount of \$1,800.00 (One Thousand Eight Hundred Dollars), and for any renewals thereof, I hereby assign the within mortgage and the debt secured thereby to the Farmers National Bank of Annapolis.

As witness my hand and seal this 23rd day of March, 1938.

Witness:

George M. Hall (Seal)

R. Tilghman Brice lll

Received for Record 24 day of March 1938, at 10-15 o'clock A. M. and same day recorded in Liber F. A. M. No. 56, Fol 112, Land Records of Anne Arundel County.

Frank A. Munroe, Clerk.

For Value Received the Farmers National Bank of Annapolis, and George M. Hall, hereby assign the within mortgage to R. Tilghman Brice, lll, Attorney, for foreclosure, Witness the corporate name of The Farmers National Bank of Annapolis by Carey L. Meredith, its President and its corporate seal attested by Daniel H. Nichols, its Cashier, and the hand and seal of George M. Hall, this 23rd. day of May, 1941.

Attest:

The Farmers National Bank of Annapolis

Daniel H. Nichols, Cashier

By: Carey L. Meredith, President

Witness:

George M. Hall (Seal)

Beatrice A. Velenovsky

Received for Record 2 day of June, 1941, at 11-45 o'clock A. M. and the same day recorded in Liber F. S. R. No. 56, Fol. 111, Land Records of Anne Arundel County.

John H. Hopkins, 3rd., Clerk.

In the Matter of the Sale of the  
Mortgaged Real Estate of William  
H. Lee & wife.

No. 8199 Equity  
In The Circuit Court For  
Anne Arundel County.

Bond --Filed & Approved this 2nd day of June, 1941.--John H. Hopkins, 3rd., Clerk.

Know all Men by these Presents:

That We, R. Tilghman Brice, lll, of Annapolis, Anne Arundel County, State of Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand (\$3,000.00) Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of May in the year of our Lord nineteen hundred and forty-one.

Whereas, the above bounden R. Tilghman Brice, lll, by virtue of a power contained in a mortgage from William H. Lee and Pauline Lee, his wife, to the Annapolis Banking and Trust Company, dated October 29, 1929, and recorded in Liber F. S. R. No. 56 folio 110 etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

Whereas, such default has occurred and the said R. Tilghman Brice, lll, is about to

execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

R. Tilghman Brice III (Seal)

in the presence of

(Corporate Seal)

Maryland Casualty Company

Beatrice A. Velenovsky

Per Chas. F. Lee of

Chas. F. Lee & Co., Agts.

In The Matter of the Sale of the  
Mortgaged Real Estate of William  
H. Lee and Pauline Lee, his wife.

No. 8199 Equity  
In The Circuit Court For  
Anne Arundel County.

Statement of Claim of Mortgagee. -- Filed June 19<sup>th</sup> 1941.

Balance due on mortgage from William H. Lee and Pauline Lee, his wife, to the Annapolis Banking & Trust Company, duly assigned, dated the 29th day of October, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No.

56, folio 110, as of February 10, 1938

\$2,407.94

Interest from February 3, 1938, to August 15, 1938

77.06

2,485.00

Less amount paid on account on August 15, 1948

300.00

2,185.00

Interest from August 15, 1938, to June 15, 1941

371.45

2,556.45

State and County taxes paid 2/10/38 \$281.44

Int. 2/10/32 to 6/15/41 thereon

56.44

337.88

2,894.33

Less payments made to Charles F. Lee

\$120.00

Less payment made to George M. Hall

120.00

240.00

This balance due

\$2,654.33

State of Maryland, Anne Arundel County, to-wit:

I Hereby Certify, That on this second day of June in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George M. Hall, Assignee - Mortgagee, and made oath in due form of law that there is due and owing by the said William H. Lee and Pauline Lee, his wife, on the above entitled mortgage dated the 29th day of October, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 56, folio 110, the sum of Two Thousand Six Hundred Fifty-four Dollars and Thirty-three Cents (\$2,654.33) being for principal, interest and taxes.

As witness my hand and Notarial Seal.

(Notarial Seal) Beatrice A. Velenovsky  
Notary Public.

In the Matter of the Estate of the  
Mortgaged Real Estate of William  
H. Lee Pauline Lee, his wife.

No. 8199 Equity  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed June 24" 1941.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, lll, Assignee of the mortgaged filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, June 24, 1941, at 10:30 o'clock, A. M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted on the premises mentioned in said mortgage, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, June 24, 1941, at 10:30 o'clock, A. M., that being the time and place advertised for said sale, and did then and there offer said property, being all that property containing a balance of approximately 20.24 acres of land, more or less, in the First Election District of Anne Arundel County, State of Maryland, being the balance of said property mentioned in the mortgage filed in this case, to sale at public auction and sold the same at and for the sum of Three Thousand One Hundred (\$3,100.00) Dollars, to Charles C. Lee, he being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale.

All of which is respectfully submitted,

R. Tilghman Brice, lll, Assignee

State of Maryland, Anne Arundel County, to-wit:

I Hereby Certify, That on this 24th day of June in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Tilghman Brice, lll, Assignee of the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

As witness my hand and Notarial seal.

(Notarial Seal) Beatrice A. Velenovsky  
Notary Public.

#### Assignee's Sale of valuable Farm Property

By virtue of the power of sale contained in the mortgage from William H. Lee and Pauline Lee, his wife, to the Annapolis Banking and Trust Company, dated the 29th day of October, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 56, folio 110, said mortgage being in default and having been assigned to the undersigned for foreclosure, I will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, June 24, 1941 at 10:30 o'clock A. M. the following property:

All that tract or parcel of land located in the First Election District of Anne Arundel County, State of Maryland, on the public road/<sup>now</sup>known as the State road leading from Davidsonville to South River bridge, and containing ninety-nine and six-tenths (99.6) acres, more or less, which is particularly described by metes and bounds, courses and distances in the mortgage from Robert E. Lee, widower, et al, dated February 17, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 137, folio 33. Being the same property conveyed to William H. Lee by the following deeds: (1) from Evie J. Hardy et al, to William H. Lee et al, dated October 25, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 137, folio 39; (2) from Mabel E. Curtis et al, to William H. Lee et al, dated February 15, 1917, and recorded among the aforesaid Land Records in Liber G. W. No. 137, folio 38; and (3) from Robert E. Lee, widower, to William H. Lee, dated January 23, 1919, and recorded among the aforesaid Land Records in Liber W. N. W. No. 5, folio 136.

Saving and excepting therefrom, however, all of the following property: (1) all that lot conveyed to the said William H. Lee and wife to J. Garland Healy and Charles Carlson, by deed dated February 23, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 55, folio 73; (2) from William H. Lee and wife to Nicholas M. Miller, dated August 16, 1938, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 187, folio 292, being lot approximately 100 feet by 333 feet; (3) from William H. Lee and wife to C. Carroll Lee, dated March 17, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 147, folio 344, containing 59.5 acres of land, more or less.

Property improved by frame dwelling, barn and outbuildings.

Terms of Sale: A deposit of \$250.00 will be required in cash of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6%) per cent per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice, lll,  
Assignee.  
Lee Building, Annapolis, Md.

I Hereby Certify, That I have this day sold the property described on the reverse side of this handbill at the Court House Door in the City of Annapolis, State of Maryland, on Tuesday, June 24, 1941, at 10:30 o'clock, A. M., to Charles C. Lee at and for the sum of Three Thousand One Hundred (\$3,100.00) Dollars, the said C. Carroll Lee being then and there the highest bidder for the said property.

Geo. W. Scible, Auctioneer.

I Hereby Certify, That I have this day purchased the property mentioned on the reverse side of this handbill at and for the sum of Three Thousand One Hundred (\$3,100.00) Dollars, and agree to comply with the terms of sale.

Charles C. Lee Purchaser

Certificate of Publication  
We hereby certify, that the annexed Notice of Sale - William H. Lee was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of June, 1941. The first insertion being made the 5th day of June, 1941

Annapolis, Md., June 24, 1941  
The Capital-Gazette Press, Inc.  
By Dorothy Kunsman

(ORDER NISI) Ordered, this 24th day of June, 1941, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice, lll, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th day of July next;

Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of July next.

The report states that the amount of sales to be \$3,100.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., July 24, 1941

We hereby certify, that the annexed Order Nisi - Equity 8199 William H. Lee was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of July, 1941. The first insertion being made the 26th day of June, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman

Ordered By The Court, This 12th day of August, 1941 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In The Matter of the Sale of the  
Mortgaged Real Estate of William  
H. Lee and Pauline Lee, his wife.

No. 8199 Equity  
In The Circuit Court For  
Anne Arundel County.

Petition for appointment of Special Auditor, and Order of Court thereon.

Filed Sept. 30"1941

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, lll, Assignee, respectfully shows:

That Laura R. Jickling, the Court Auditor, is away on vacation, therefore, your Petitioner prays the Court to pass an Order appointing a Special Auditor to state the Auditor's Account in the above entitled case.

And as in duty bound, etc.,

R. Tilghman Brice, lll,  
Assignee-Petitioner.

ORDER

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 30th day of September, 1941, upon the foregoing Petition, that George E. Rullman be and he is hereby appointed Special Auditor to state the Auditor's Account in the above entitled case.

Ridgely P. Melvin, Judge.

Auditor's Report and Account -- Filed Oct. 1st., 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

George E. Rullman,  
Special Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William H. Lee and Pauline Lee, his wife, in ac. with R. Tilghman Brice, III, Assignee.

|                             |               |        |
|-----------------------------|---------------|--------|
| To Assignee for fee         | \$ 50.00      | \$     |
| To Assignee for Commissions | <u>123.00</u> | 173.00 |

To Assignee for Court costs, viz:

|                                        |             |       |
|----------------------------------------|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - court costs           | 13.60       |       |
| Auditor                                | <u>9.00</u> | 32.60 |

To Assignee for Expenses, viz:

|                                                      |             |       |
|------------------------------------------------------|-------------|-------|
| Capital-Gazette Press - advertising sale             | 45.00       |       |
| Capital-Gazette Press - Handbills                    | 5.50        |       |
| Capital-Gazette Press - Order Nisi on Report of Sale | 5.00        |       |
| Capital-Gazette Press - Order Nisi on this acct.     | 5.00        |       |
| Charles F. Lee & Co. - bond premium                  | 12.00       |       |
| George W. Scible - auctioneer                        | 16.00       |       |
| Clerk of Court - recording assignment                | .75         |       |
| Beatrice A. Velenovsky - Notary fee                  | 1.00        |       |
| One-half Federal Revenue stamp                       | 1.92        |       |
| One-half cost State Revenue stamp                    | <u>1.55</u> | 93.72 |

To Assignee for Taxes, viz:

|                                                               |              |       |
|---------------------------------------------------------------|--------------|-------|
| 1940 State and County taxes                                   | 55.77        |       |
| 1941 State and County tax (\$49.89 - <sup>adj.</sup> 6/24/41) | <u>24.16</u> | 79.93 |

To Assignee for Adjustments, viz:

|                                            |             |      |
|--------------------------------------------|-------------|------|
| Fire insurance premium (\$18.66 - 3/11/41) | <u>5.37</u> | 5.37 |
|--------------------------------------------|-------------|------|

To George M. Hall, Mortgagee - in full for

|                                              |          |
|----------------------------------------------|----------|
| mortgage claim filed and int. to day of sale | 2,658.03 |
|----------------------------------------------|----------|

|                                               |                          |
|-----------------------------------------------|--------------------------|
| To balance, subject to further order of Court | <u>71.60</u>             |
|                                               | <u><u>\$3,114.25</u></u> |

|                   |                              |                          |
|-------------------|------------------------------|--------------------------|
| Cr. June 24, 1941 | Proceeds of Sale             | \$3,100.00               |
|                   | Interest on deferred payment | <u>14.25</u>             |
|                   |                              | <u><u>\$3,114.25</u></u> |

ORDER NISI

Ordered, This 1st day of October, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 1st day of November next; Provided a copy of this Order be in-

serted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of November next.

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., November 1, 1941

We hereby certify, that the annexed Order Nisi - William H. Lee was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of November, 1941. The first insertion being made the 2nd day of October, 1941.

The Capital-Gazette Press, Inc.

By Betty Duff Bennett.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 4th day of November, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

Petition -- Filed Oct. 22" 1941.

To the Honorable, The Judges of Said Court:

The petition of Pauline Lee, widow, by William W. Townshend, Jr., her attorney, respectfully shows:

(1) That on June 19, 1941, R. Tilghman Brice, 111, Assignee, instituted foreclosure proceedings against her, the said William H. Lee having previously died.

(2) That the real estate was sold by the assignee under a foreclosure of a first mortgage for the sum of twenty-six hundred dollars. (\$2600.00)

(3) That the auditor's account shows a balance of seventy-one dollars and sixty cents, (\$71.60) after all expenses and mortgage debt has been paid.

Wherefore, Your Petitioner prays that Your Honors may pass an order herein directing the assignee to pay to Your Petitioner the balance as shown in the auditor's account, there being no other evidence of indebtedness against the estate, and no outstanding debts.

And, as in duty Bound, etc.

William W. Townshend, Jr.

Solicitor for Petitioner.

ORDER OF COURT

Upon the foregoing petition, it is this 22nd day of October, 1941, ordered by the Circuit Court for Anne Arundel County in Equity, that R. Tilghman Brice 111, Assignee, be and he is hereby directed to pay unto Pauline Lee, widow of William H. Lee, the balance of seventy-one dollars and sixty cents, (\$71.60) as shown by the auditor's account in these proceedings.

Ridgely P. Melvin,

Judge.



|                                      |   |                          |
|--------------------------------------|---|--------------------------|
| In The Matter Of The Sale Of The     | : | No. 5478 Equity          |
| Mortgaged Real Estate of Christopher | : | In The Circuit Court For |
| H. R. Woodward, et al.               | : | Anne Arundel County.     |

Mr. Clerk:

Please docket this case, file certified copy of Mortgage, and original Assignment of Mortgage to The Title Guarantee & Trust Company.

The Title Guarantee & Trust Co.

Filed June 15" 1928.

By C. Alex. Fairbanks.

Certified Copy of Mortgage -- Filed June 15" 1928.

This Mortgage made this eight<sup>th</sup> day of August, in the year one thousand nine hundred and thirteen, by and between Elijah Woodward, bachelor, Christopher H. R. Woodward, Annie P. Woodward, his wife, Mary R. Woodward who has been divorced a vinculo et matrimonii from DeWitt C. Flanagan, all of New York City, in the State of New York, and Charles Woodward and Elizabeth W. Woodward, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and Philmon H. Tuck, of Baltimore City in the said State of Maryland, Mortgagee.

Whereas, the said Elijah Woodward, Christopher H. R. Woodward, Mary R. Woodward and Charles Woodward, are indebted unto the said Mortgagee in the sum of twelve thousand dollars, this day loaned by the latter to the former, for which sum they have passed to him their joint and several promissory note bearing even date herewith, drawn to his order, and payable five years after date,

And Whereas the said Elijah Woodward, Christopher H. R. Woodward Mary R. Woodward and Charles Woodward have also passed to the said Mortgagee their ten other joint and several promissory notes of even date herewith, drawn to his order, each for the sum of three hundred and sixty dollars, and payable respectively in six, twelve eighteen, twenty four, thirty thirty-six, forty-two, forty eight, fifty four and six\_\_\_ months after date, said last mentioned notes being for the interest to accrue upon said principal sum, and for the purpose of effectually securing the payment of the said principal sum and interest according to the tenor of said promissory notes these presents are executed, the execution hereof being a condition precedent to the making of said loan.

Now, this mortgage witnesseth, that in consideration of the premises and the sum of five dollars the said Mortgagors do grant unto the said Mortgagee in fee simple, All those three contiguous tracts of land situate in said Anne Arundel County' which are described as follows:

First, All that tract of land containing one hundred and eighty acres, more or less, which is described in a deed from Margaret E. Warfield to DeWitt C. Flanagan, dated the fifth day of November, nineteen hundred and one, and recorded among the Land Records of said County in Liber G. W. Number twenty three, folio thirty-one, etc., being the same and all the tract of land which was conveyed by deed from the said DeWitt C. Flanagan and wife to the said Elijah Woodward, Christopher H. R. Woodward, Mary R. Woodward, then Mary R. Flanagan, Charles Woodward and Rignal D. Woodward, dated the fourth day of December, nineteen hundred and six, and recorded among the Land Records aforesaid in Liber G. W. Number fifty-two folio

four hundred and sixty-four, etc.

Second, All that tract of land containing two hundred and twenty-three acres, more or less, which was conveyed to the said DeWitt C. Flanagan by Mary C. Early, by deed dated the fourth day of May, nineteen hundred and one, and recorded among the Land Records aforesaid, in Liber G. W. Number twenty, folio, four hundred and seventy six, etc., being the same and all the tract of land which was conveyed by deed from the said DeWitt C. Flanagan and wife to the said Elijah Woodward, Christopher H. R. Woodward, Mary R. Woodward Charles Woodward and Rignal D. Woodward, dated the fourth day of December, nineteen hundred and six, and recorded among the Land Records aforesaid in Liber G. W. Number fifty-two, folio four hundred and sixty-five, etc. Saving and excepting therefrom all that part thereof which was conveyed by the said Elijah Woodward and others to the Redemptorist of Maryland, by their deed dated the first day of May nineteen hundred and nine, and recorded among the Land Records aforesaid, in Liber G. W. Number seventy-two, folio two hundred and three, and particularly described as follows:

Beginning at a point marked by a monument on the High Road which runs from Millersville in a southerly direction, south-westerly of a pump and watering trough on said High Road on what was formerly the Earle Place, and near the intersection and on the westerly side of a private road running with the High Road; running thence north forty-nine degrees west six hundred and sixty feet to a stake; thence north thirty degrees east two hundred and seventy five feet to a stake; thence north forty-seven degrees and forty-five minutes east seven hundred feet to the High Road, thence along the High Road, south forty and one half degrees west two hundred and sixty-three feet to the point or place of beginning containing in all four and twenty-one hundredths acres.

Third, All that tract of land which was devised to the said Elijah Woodward, Christopher H. R. Woodward, Mary R. Woodward, Charles Woodward, and Rignal D. Woodward, by the will of Rignal T. Woodward, recorded in the office of the Register of Wills of said County, among the Records of Wills, in Book Number forty-five page two hundred and eighty-five, it being also the same tract of land containing one hundred and ninety-eight and three quarters acres, more or less, which was conveyed to the said Rignal T. Woodward by Rignal W. Baldwin, Trustee, by deed dated the seventh day of December, eighteen hundred and eighty-nine, and recorded among the Land Records aforesaid in Liber S. H. Number thirty-six, folio one hundred and twenty-two, etc., saving and excepting so much thereof as was subsequently conveyed by the said Rignal T. Woodward.

The one-fifth undivided interest of the said Rignal D. Woodward in the said three parcels of land upon his death, intestate and unmarried, descended to his only heirs at law, the said Elijah Woodward, Christopher H. R. Woodward, Mary R. Woodward and Charles Woodward.

Together with the buildings and improvements thereupon and the rights, roads, ways, waters privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To have and to hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

Provided that if the said Elijah Woodward, Christopher H. R. Woodward, Mary R. Woodward, their heirs, personal representatives or assigns, shall punctually pay to the said Mortgagee

his personal representatives or assigns, the aforesaid principal sum of money, and the interest to accrue thereon, according to the tenor or the several promissory notes hereinbefore recited, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives, and assigns, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives and assigns, or Philmon H. Tuck, their Attorney or Agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in said Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply; first, to the payment of all expenses incident to such sale, including an appearance fee and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have then matured or not, and the surplus, (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed, that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And it is further agreed that in case of a sale under this Mortgage any interest of the Mortgagors in the crops upon said land shall pass to the purchaser.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least their insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns to the extent of the lien or claim hereunder, and to deliver said policy

to the said Mortgagee\_

Witness, the hands and seals of the said Mortgagors\_

|                            |        |
|----------------------------|--------|
| Elijah Woodward            | (Seal) |
| Christopher H. R. Woodward | (Seal) |
| Annie N. & P. Woodward     | (Seal) |
| Mary R. Woodward           | (Seal) |
| Charles Woodward           | (Seal) |
| Elizabeth W. Woodward      | (Seal) |

Test:

Witness as to Elijah Woodward, Christopher H. R. Woodward, Anne N. & P. Woodward & Mary R. Woodward.

P. G. Tighe

Witness as to Charles Woodward and Elizabeth W. Woodward:

Doris M. Chase

State of New York, Westchester County, to wit:

I hereby certify that on this 15th day of August, nineteen hundred and thirteen before me the subscriber, a Notary Public of the State of New York, in and for Westchester County aforesaid, personally appeared, Elijah Woodward, bachelor, Christopher H. R. Woodward, Annie P. Woodward, his wife, and Mary R. Woodward, divorced, and did each acknowledge the foregoing Mortgage to be their respective act.

In testimony whereof I have affixed my official seal this 15th day of August, nineteen hundred and thirteen.

(Notary's Seal)

P. G. Tighe

Commission expires March 30th 1914.

Notary Public.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 20th day of August nine-teen hundred and thirteen, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Charles Woodward and Elizabeth W. Woodward, his wife and did each acknowledge the foregoing Mortgage to be their respective act.

(Notary's Seal) Doris M. Chase

My commission expires May 1914.

Notary Public.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 29th day of August nineteen hundred and thirteen before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared Philmon H. Tuck, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona-fide as therein set forth.

In testimony whereof I have affixed my official seal this \_\_\_\_\_ day of August, nineteen hundred and thirteen.

(Notary's Seal)

John T. Tardy

Recorded 5th September 1913

Notary Public.

I hereby assign the within Mortgage to The Title Guarantee & Trust Co.

Witness my hand and seal this 6th day of November 1914

Witness

Philemon H. Tuck (Seal)

Edwin W. Adams

Recorded 2nd December 1915

Title Guarantee and Trust Company hereby assigns the within mortgage to Philemon H. Tuck.

Witness the Corporate seal of said Corporation and the signature of its President this 9th day of February 1916

(CORPORATE SEAL) Test.

Edgar G. Miller Jr. President

Benj. H. Heath

Recorded 10th February 1916

I hereby assign the within mortgage to W. Irvine Keyser, Trustee for Mary Washington Keyser. Witness my hand and seal this 9th day of February 1916

Test. Annie M. Baker

Recorded 10th February 1916

Philemon H. Tuck (Seal)

I hereby assign the within mortgage to W. Irvine Keyser

Witness my hand and seal this 28th day of July 1916

Test: James J. McGrath

W. Irvine Keyser Trustee (Seal)

Recorded 29th July 1916

For value received I hereby assign the foregoing Mortgage and the Mortgage debt secured thereby, To the Annapolis Bank of the Eastern shore Trust Company.

Witness my hand and seal this 8th day of August 1918.

Witness James W. Owens.

W. Irving Keyser (seal)

Recorded 15 August 1918.

For value received The Annapolis Bank of The Eastern shore Trust Company, hereby assign the within mortgage and the debt secured thereby to the Owings Bank of the Eastern shore Trust Company. Witness the name of the said Bank by the signatures of its President and Cashier and by affixing its corporate seal this 20th day of August, 1919

attest: (CORPORATE SEAL)

The Annapolis Bank of The Eastern Shore Trust Company.

D. J. Thompson Cashier

W. Meade Holladay, President.

Recorded 20 - August 1919

For value received the Owings Bank of the Eastern Shore Trust Co. hereby assigns the within mortgage and debt secured thereby to James W. Owens for the purpose of foreclosure

Witness the hand of its President and attested by its Cashier, and by affixing its corporate seal this 29th day of March 1920.

Test: C. C. Bunker (CORPORATE SEAL.)

M. L. Hutchins

V. President

Recorded November 19, 1926, at 11:45 A. M.

State of Maryland, Anne Arundel County, SCT:

I Hereby Certify, That the foregoing Mortgage is truly taken and copied from Liber G. W. No. 101, folio 368, one of the Land Record books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 15 day of June, A. D. 1928.

(Court Seal)

Frank S. Revell, Clerk.

In the Matter of the Sale of the  
Mortgaged Real Estate of Christopher  
H. R. Woodward et al.

No. 5478 Equity  
In The Circuit Court For  
Anne Arundel County

Assignment of Mortgage — The Title Guaranty & Trust Company --Filed June 15th. 1928.

In consideration of the payment of the sum of Six Thousand (\$6,000) Dollars principal and interest thereon from February 8, 1928, at the rate of 6% per annum, to the date of the delivery of this Assignment, the receipt of which is hereby acknowledged, the Owings Bank of the Eastern Shore Trust Company hereby sells, assigns and transfers to The Title Guaranty and Trust Company, a Maryland corporation of Baltimore, the certain mortgage dated August 8, 1913, made by Elijah Woodward and others, as mortgagors, to Philemon H. Tuck, as mortgagee, together with the mortgage debt thereby secured; the amount of said mortgage debt being Six Thousand (\$6,000) Dollars principal with interest from February 8, 1928; said mortgage is recorded among the land records of Anne Arundel County, Maryland, in Liber G. W. No. 101, folio 368.

Reference is made to Equity Proceeding No. 4448 in the Circuit Court for Anne Arundel County, Maryland, in which proceeding a part of the mortgaged premises was sold and conveyed to John A. Conover.

James W. Owens joins herein for the purpose of conveying to said Title Guaranty and Trust Company all right, title, interest and estate that he may have in said mortgaged premises and in said mortgage and the debt the reby secured.

In witness whereof said Owings Bank of the Eastern Shore Trust Company has caused these presents to be signed and it's corporate seal to be affixed by it's proper officers, hereunto fully authorized, and said James W. Owens has hereunto set his hand and seal on this 14th day of May, 1928.

|                              |                  |                                                   |
|------------------------------|------------------|---------------------------------------------------|
| Witness:                     | (Corporate Seal) | The Owings Bank of the Eastern Shore<br>Trust Co. |
| D. F. Bowen                  |                  | M. Luther Hutchins                                |
| Cashier                      |                  | President.                                        |
| Witness as to James W. Owens |                  | James W. Owens (Seal)                             |
| Elinore G. Girault           |                  |                                                   |

State of Maryland, Anne Arundel County, To-Wit:

I hereby certify that on this 14th day of May, 1928, before the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared M. Luther Hutchins, President of The Owings Bank of the Eastern Shore Trust Company, and acknowledged the foregoing assignment to be his act and deed.

As witness my hand and seal Notarial.

(Notarial Seal) Cora A. DuLaney  
Notary Public.

State of Maryland, Anne Arundel County, To-Wit:

I hereby certify that on this 14th day of May, 1928, before the subscriber, a Notary Public of the State of Maryland, in and for County Aforesaid, personally appeared James W. Owens and acknowledged the foregoing assignment to be his act and deed.

As witness my hand and seal Notarial.

(Notarial Seal) Elinore G. Girault  
Notary Public.

In the Matter of the Sale of the  
Mortgaged Real Estate of Christopher  
H. R. Woodward et al.

No. 5478 Equity  
In The Circuit Court For  
Anne Arundel County.

Assignment of Mortgage -- Filed July 3" 1928

This Assignment of Mortgage made this 18th day of June, in the year one thousand nine hundred and twenty-eight, by and between the Title Guarantee And Trust Company, a corporation of the State of Maryland, party of the first part, and C. Alex. Fairbank, Jr. of Baltimore City, State aforesaid, party of the second part.

WITNESSETH: That in consideration of the sum of five dollars, and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant, convey and assign unto the said party of the second part, his heirs, personal representatives and assigns, all the property described in a mortgage from Elijah J. Woodward to Philemon H. Tuck, dated August 8, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 101 folio 368, etc., save and excepting a portion thereof heretofore released, and especially the said mortgage and the mortgage debt, which, since the said mortgage, has been reduced to six thousand dollars; the said mortgage having been recently short assigned to the said party of the first part.

TO HAVE AND TO HOLD the said mortgage and the debt secured thereby, as reduced as aforesaid, unto and to the proper use of the said C. Alex. Fairbank, Jr. his heirs, personal representatives and assigns.

IN TESTIMONY WHEREOF the said party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed in its corporate name by its Vice-President.

|                |                  |                                   |
|----------------|------------------|-----------------------------------|
| Test:          | (Corporate Seal) | Title Guarantee and Trust Company |
| Alex. Kinnaird |                  | By Thomas B. Marshall             |
|                |                  | Vice- President.                  |

State of Maryland City of Baltimore Sct:

I HEREBY CERTIFY That on this 18th day of June, in the year one thousand nine hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas B. Marshall, the Vice-President of the Title Guarantee and Trust Company, and he acknowledged the foregoing assignment of mortgage to be the act of said body corporate.

Witness my hand and notarial seal.

(Notarial Seal) Alex. Kinnaird.  
Notary Public.

Bond --Filed & Approved this 3" day of July 1928. -- Frank S. Revell, Clerk.

Know all Men by these Presents:

That we, C. Alex. Fairbank, Jr. Title Building, Baltimore, Maryland as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held firmly bound unto the State of Maryland,

in the full and just sum of Seven Thousand (\$7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of June, in the year of our Lord nineteen hundred and twenty-eight

Whereas, the above bounden C. Alex. Fairbank, Jr. by virtue of the power contained in a mortgage from Elijah Woodward et al to Philemon H. Tuck bearing date the 8th day of August 1913 and recorded among the mortgage records of Anne Arundel County in Liber G. W. No. 101 Folio 368 and which mortgage by mesne Assignments has become vested in the said C. Alex. Fairbank, Jr., who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden C. Alex. Fairbank, Jr. do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden C. Alex. Fairbank, Jr. has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, Sealed and Delivered

C. Alex Fairbank Jr. (Seal)

in the presence of

(Corporate Seal) Fidelity and Deposit Company of Maryland

Thomas B. Marshall

By H. L. Jenness,

Attorney-in-Fact.

Attest: Witness:  
By Herbert Frenner

In the Matter of the Sale of the  
Mortgaged Real Estate of Christopher  
H. R. Woodward et al

No. 5478 Equity  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim -- Filed July 14" 1928

|                                                                   |               |
|-------------------------------------------------------------------|---------------|
| To Amount of Mortgage Debt secured by mortgage filed in this case | \$6000.00     |
| To Amount of Interest on mortgage debt of \$6000.00               |               |
| from Feb 8th - 1928 to July 14th 1928                             | <u>156.00</u> |
|                                                                   | \$6156.00     |

Respectfully submitted

C. Alex. Fairbank Jr. Assignee

State of Maryland Anne Arundel County

I hereby certify that on this 14th day of July 1928, before me a deputy Clerk of the Circuit Court for Anne Arundel County personally appeared C. Alex Fairbank Jr. the Assignee of the mortgage filed in these proceeding\_ and made oath in due form of law that the foregoing mortgage statement of claim is true and acknowledged the same to be his act.

Witness my hand and seal

Wm. A. Nayden (Seal)

Deputy Clerk.



In The Matter of the Mortgage  
Real Estate of Christopher H.  
R. Woodward.

No. 5478 Equity  
In The Circuit Court For  
Anne Arundel County.

Report of Sale & Affidavit: -- Filed July 17th., 1928.

To The Honorable, The Judge of Said Court:

The report of C. Alex. Fairbank, Jr. assignee, respectfully shows:

That as assignee of a mortgage from Christopher H. R. Woodward, et al, to Philemon H. Tuck, dated August 9, 1913, and recorded among the Mortgage Records of Anne Arundel County in Liber G. W. No. 101 folio 368, etc., and, in pursuance of the power of sale in said mortgage fully conferred and set forth, the undersigned assignee advertised for sale, at public auction, on July 14, 1928, at eleven o'clock A. M. at the Court House Door, in Anne Arundel County the properties described in the said mortgage, and not released therefrom.

That the said properties were advertised at public sale, at the said date, as three separate tracts of land, and, by said advertisement it was stated that said properties would first be offered separately, as described and set forth in the advertisement of sale, and then would be offered as an entirety, and the property sold in a manner which would produce the largest amount.

That in accordance with the said advertisement, the undersigned assignee did attend at the Court House Door, Annapolis, Maryland, at eleven o'clock A. M. and then and there proceeded to make sale of the properties, in accordance with the advertisement of sale. That he first offered each of the three tracts, as described in the advertisement, separately, and the bid for each tract was reserved, and thereafter the three tracts, as an entirety, were offered for sale, and, as such were sold to the Title Guarantee and Trust Company, at and for the sum of sixteen thousand dollars, which price exceeded the aggregate bids for each of the separate tracts of land, as described in the advertisement.

That accordingly the undersigned assignee sold the said tracts of land as described in the advertisement of sale, at and for the said sum which was the largest price obtainable at the said sale. That the said properties so offered and so sold to the Title Guarantee and Trust Company for the sum, heretofore set forth, are described in the advertisement of sale, a copy of which is hereto attached as a part of this report of sale, which advertisement sets forth the manner in which the property was sold and a description of the said several tracts.

That the above sale was fairly conducted and made and for the best price obtainable.

And as in duty bound, etc.

C. Alex Fairbank Assignee

State of Maryland City of Baltimore Sct:

I HEREBY CERTIFY That on this 16th day of July, in the year one thousand nine hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C. Alex. Fairbank, Jr. assignee, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

(Notarial Seal)

J. Milton Brandt

Notary Public.

\* Advertisement of Sale

Assignee's Sale of Valuable Real Estate located adjacent to each other in The Second and Fourth Districts of Anne Arundel County.

At the request of the owner and by virtue of the power of sale contained in a mortgage from Christopher H. R. Woodward, et al, dated the 5th of September, 1913, and duly recorded among the Land Records of Anne Arundel County in Liber No. G. W. 101, folio 368; and the said mortgage being vested in C. Alex. Fairbanks, Jr., by sundry mesne assignment.

The said assignee will offer at public sale at the Court House door in the City of Annapolis, on Saturday, July 14, 1928 at 11 A. M., the following described property.

1. Property in the Second Election District of Anne Arundel County devised to Christopher H. R. Woodward, et al, by the will of Riginal T. Woodward, late of New York City, N. Y., deceased, and recorded among the Testamentary Records of Anne Arundel County in Will Book No. \_\_\_ in the office of the Register of Wills of Anne Arundel County. Said tract of land consists of 180 acres more or less.

This property is improved by a fine old dwelling house with heating plant and hot and cold water through the house, by a very large barn and stable, an ice house, and sundry small tenant houses, and is beautifully situated and the land very fertile and adapted to the growth of tobacco, corn, wheat and vegetables, and is now occupied by the owners thereof.

2. A lot of land adjoining the first and containing about 220 acres of land, more or less, improved by a good dwelling house, barn and small out-buildings which was conveyed to the present owners by Dewitt C. Flannagan by deed dated December 4, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52, folio 465.

3. About 20 acres of land immediately adjoining the second tract and between it and the first tract herein described, which is mostly woodland and which was conveyed as a part of property from Dewitt C. Flannagan to the same Grantees by deed dated December 4, 1906, and recorded among Land Records aforesaid, in Liber G. W. No. 52, folio 464.

The properties are about  $\frac{1}{2}$  mile from Millersville station on the W. B. & A. R. R. and not over a mile from the Crain and Defense Highways. It is convenient to churches, primary and high schools, and is very productive and has upon it a good peach orchard. This land is also fertile and adapted to the growth of the crops hereinbefore mentioned, but it is also well adapted to development into smaller farms and residences which are being acquired by citizens of Washington and Baltimore for the summer

This property will be first offered separately and then offered as a whole and the sale of the same will be made in such manner as will best preserve the interests of all parties concerned.

TERMS OF SALE: Payable in 2 installments of  $\frac{1}{2}$  each at 3 and 6 months from the date of sale, respectively, and interest will be charged from the day of sale. Possession will be given immediately and taxes and insurance will be adjusted to the day of sale. In case the sale is made as a whole, a deposit of \$500 will be required; and for the 2 large tracts, if sold separately, \$250 each, and for the 20 acre tract a deposit of \$100.

The last two mentioned properties have been recently surveyed, and the survey and description can be found at the office of Owens & Owens, Annapolis, Md.

C. Alex. Fairbanks, Jr. Assignee  
Title Bldg., Baltimore, Md.

ORDER NISI

Ordered, this 17th day of July, 1928, That the sale of the property mentioned in these proceedings made and reported by C. Alex. Fairbank, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th., day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th., day of August next.

The report states the amount of sales to be \$16,000.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., August 14, 1928

We hereby certify, that the annexed Order Nisi - Sale - Woodward - Equity #5478 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of August, 1928. The first insertion being made the 19th day of July, 1928.

The Capital-Gazette Press, Inc.

By A. W. Lloyd

Ordered By The Court, This 29th day of December, 1928 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.





|                                       |   |                          |
|---------------------------------------|---|--------------------------|
| In The Matter Of The Sale Of The      | : | No. 8223 Equity          |
| Mortgaged Real Estate Of William      | : | In The Circuit Court For |
| E. Cook and Dorothy E. Cook, his wife | : | Anne Arundel County.     |

Mr. Clerk:

Please docket the above entitled case, file the within mortgage and affidavit as to military service, and enter my appearance.

William J. McWilliams

Filed July 23" 1941.

Attorney named in Mortgage

#### MORTGAGE

This Purchase Money Mortgage, Made this 14th day of June, A. D. 1940, by and between William E. Cook and Dorothy E. Cook, his wife of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

Whereas, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Forty-two Hundred Dollars (\$4200.00), with interest from date at the rate of four and a half per centum ( $4\frac{1}{2}\%$ ---) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Annapolis Banking and Trust Company, in Annapolis, Maryland, or at such other place as the holder/may designate in writing, in monthly installments of Twenty-three Dollars and Thirty-five cents (\$23.35), commencing on the first day of August, 1940, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1965.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: Provided, However, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to pre-payment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator, the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed of even date herewith.

And Whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and

the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say: all those two lots or parcels of ground in the Fifth Election District of Anne Arundel County known and designated as Lot #52 and Lot #53 of Section 10 on a plat entitled "Roland Terrace", Plat "A", which said plat is recorded among the Land Records of Anne Arundel County in Liber G. W. #1, Section 3, folio #215, being the same property which was conveyed to the Mortgagors herein by Curtis Bay Heights, Inc., by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Together with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including bathroom accessories, hot water heater, laundry tubs, lighting fixtures and oil burner unit.

To Have And To Hold the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title 11 of the National Housing Act as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazard as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums and taxes and assessments before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (1) premium charges under the contract of insurance with the Federal Housing Administrator;
- (11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (111) interest on the mortgage debt secured hereby; and
- (1V) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof.

If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property other-



wise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of  $4\frac{1}{2}$  per centum ( $4\frac{1}{2}$ ) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of Ten (10) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or William J. McWilliams, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment

of all expenses incident to such sale, including a counsel fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: (as to both)

Lawrence J. O'Connor Jr.

William E. Cook (Seal)

Dorothy E. Cook (Seal)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 14th day of June, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Cook and Dorothy E. Cook, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared William J. McWilliams, the Attorney of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Lawrence J. O'Connor, Jr.

Notary Public.

In The Matter of the Sale of the  
Mortgaged Real Estate of William  
E. Cook and Dorothy E. Cook, his wife.

No. 8223 Equity  
In The Circuit Court For  
Anne Arundel County.

AFFIDAVIT

RE: MILITARY STATUS

State of Maryland Anne Arundel County, to wit:

On this twenty-third day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared William J. McWilliams, who being by me duly sworn according to law, deposed and said.

That he is the Attorney for The Annapolis Banking and Trust Company in this proceeding; that William E. Cook is the owner of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said William E. Cook is approximately forty years of age, is married, and has minor dependants, and still resides in the said property situated on the East side of Johnson Street, Roland Terrace, Fifth Election District of Anne Arundel County, Maryland; and that said owner is not now in the military service of the United States as defined in the Soldiers' Civil Relief Act of 1940, nor has he been in such service within three months prior hereto.

William J. McWilliams, Affiant

Sworn to, acknowledged and subscribed to before me the day and year first above written.

(Notarial Seal) Diana M. Griscom  
Notary Public.

Bond -- Filed & Approved this 18th day of August, 1941--John H. Hopkins, 3rd., Clerk.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Know All Men by these Presents,

That we, William J. McWilliams of the City of Annapolis, State of Md. as principal, and the FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand, Five Hundred 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of August, in the year of our Lord nineteen hundred and forty-one

Whereas, the above bounden William J. McWilliams by virtue of the power contained in a mortgage from William E. Cook and Dorothy E. Cook to Annapolis Banking & Trust Co. bearing date the June 14th, 1940 day of and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 190 Folio 475 and for the purpose of foreclosure is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden William J. McWilliams do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made

by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William J. McWilliams has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its attorney, attested by its witness, the day and year first herein above written.

Signed, sealed and delivered

in the presece of

Mary F. Lathrop

(Corporate Seal)

William J. McWilliams (Seal)

The Fidelity and Casualty Company  
of New York

Attest: Margaret Ann Wiegard.

By Annie Laurie Wiegard, Attorney

In The Matter Of The Sale Of The

Mortgaged Real Estate of William

E. Cook and Dorothy B. Cook, his wife.

No. 8223 Equity

In The Circuit Court For

Anne Arundel County

Statement of Mortgage Claim -- Filed Aug. 18th., 1941.

Statement of the mortgage claim of The Annapolis Banking and Trust Company, under the mortgage to it from William E. Cook and Dorothy B. Cook, his wife, dated June 14, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #190, folio 475.

|                                             |           |
|---------------------------------------------|-----------|
| Balance due on principal amount of mortgage | \$4161.71 |
|---------------------------------------------|-----------|

|                                            |        |
|--------------------------------------------|--------|
| Interest due and unpaid to August 19, 1941 | 135.02 |
|--------------------------------------------|--------|

|                                                |       |
|------------------------------------------------|-------|
| Insurance policy paid by Bank for current year | 13.02 |
|------------------------------------------------|-------|

|  |           |
|--|-----------|
|  | \$4309.75 |
|--|-----------|

The Annapolis Banking and Trust Company

By John B. Holliday Jr. Treasurer.

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 18th day of August, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John B. Holliday, Jr., Treasurer of The Annapolis Banking and Trust Company, and made oath in due form of law that the foregoing is a true statement of the amount remaining due it on its mortgage claim described herein and that it has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

As Witness my hand and notarial seal.

(Notarial Seal)

Diana M. Griscom

Notary Public.

Report of Sale -- Filed 19 August, 1941

To The Honorable, The Judges of Said Court:

The Report of Sale of William J. McWilliams, Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from William E. Cook and Dorothy E. Cook, his wife, dated June 14, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #190, folio 475, the said William J. McWilliams, Attorney named in said mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time,

place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did Tuesday, August 19, 1941, at 11:00 o'clock, a.m. at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said William J. McWilliams, Attorney, as aforesaid, then and there sold the property to The Annapolis Banking and Trust Company for the sum of Four Thousand Dollars (\$4000.00), being at that figure the highest bidder therefor, the said property being the following:

All those two lots or parcels of ground in the Fifth Election District of Anne Arundel County known and designated as Lot #52 and Lot #53, of Section 10, on a plat entitled "Roland Terrace", Plat "A", which said plat is recorded among the Land Records of Anne Arundel County in Liber G. W. #1, Section #3, folio 215, being the same property which was conveyed to the mortgagors by Curtis Bay Heights, Inc., by deed dated June 14, 1940, and duly recorded among the Land Records of Anne Arundel County.

2. And the said Attorney further reports that he has received from the purchaser the deposit of \$300.00 required by the terms of sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

TERMS OF SALE: A deposit of \$300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

Respectfully submitted,

William J. McWilliams

Attorney names in Mortgage

State of Maryland: County of Anne Arundel: SS:

I Hereby Certify that on this 19th day of August, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. McWilliams, Attorney, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale, are true, and that the said sale was fairly made.

As Witness my hand and notarial seal.

(Notarial Seal)

Diana M. Griscom

Notary Public.

Advertisement of Sale -- George W. Scible, Auctioneer

McWilliams, Duckett & Haley, Solicitors  
Church Circle, Annapolis, Md.

Attorney's Sale of valuable Improved Property Situate in the Fifth Election District of Anne Arundel County, Maryland, on the East side of Johnson Street, Roland Terrace

By virtue of the power and authority contained in a mortgage from William E. Cook and Dorothy E. Cook, his wife, dated June 14, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 190, folio 475, William J. McWilliams, the attorney named in said mortgage (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on Tuesday, Aug. 19, 1941.

at 11:00 A. M. the following property:

All those two lots or parcels of ground in the Fifth Election District of Anne Arundel County known and designated as Lot No. 52 and Lot No. 53, of Section 10, on a plat entitled "Roland Terrace," Plat "A", which said plat is recorded among the Land Records of Anne Arundel County in Liber G. W. No. 1, Section 3, folio 215, being the same property which was conveyed to the mortgagors by Curtis Bay Heights, Inc., by deed dated June 14, 1940, and duly recorded among the Land Records of Anne Arundel County.

The property is improved by a one-story bungalow containing six rooms and bath on ground floor, full size basement, air-conditioned heat, oil burner.

TERMS OF SALE:- A deposit of \$300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

William J. McWilliams,  
Attorney named in Mortgage,  
Church Circle, Annapolis, Md.

I hereby certify that I have this 19th day of August, 1941, sold the within described property to Annapolis Banking & Trust Co. at and for the sum of Four Thousand Dollars (\$4000.00), being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

We hereby certify that I have this 19th day of August, 1941, purchased the within described property from William J. McWilliams, Attorney named in mortgage, at and for the sum of Four Thousand Dollars (\$4000.00), and \_\_\_ hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Annapolis Banking & Trust Co.

By: John B. Holliday Jr. Treas.(Seal)

ORDER NISI

Ordered, this 19th day of August, 1941, That the sale of the property mentioned in these proceedings made and reported by William J. McWilliams Attorney named in Mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of September next.

The report states that the amount of sales to be \$4,000.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication

Annapolis, Md., September 5, 1941

We hereby certify, that the annexed Order Nisi - Sale - Equity 8223 - William E. Cook was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of September, 1941. The first insertion being made the 20th day of August, 1941.

The Capital-Gazette Press, Inc.  
By Dorothy Kunsman

Ordered By The Court, This 23rd day of September, 1941 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

In the Matter of the Sale of the  
Mortgaged Real Estate of William  
E. Cook and Wife

No. 8223 Equity  
In The Circuit Court For  
Anne Arundel County.

Auditor's Report and Account -- Filed Sept. 29th 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William E. Cook and Wife  
in ac. with William J. McWilliams, Attorney

|                             |               |        |
|-----------------------------|---------------|--------|
| To Attorney for fee         | \$100.00      | \$     |
| To Attorney for commissions | <u>150.00</u> | 250.00 |

To Attorney for Court costs, viz:

|                                        |             |       |
|----------------------------------------|-------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00       |       |
| Clerk of Court - costs                 | 14.45       |       |
| Auditor                                | <u>9.00</u> | 33.45 |

To Attorney for Expenses, viz:

|                                          |             |       |
|------------------------------------------|-------------|-------|
| Capital-Gazette Press - advertising sale | 23.25       |       |
| Capital-Gazette Press - handbills        | 5.50        |       |
| Capital-Gazette Press - order nisi on    |             |       |
| Capital-Gazette Press - report of sale   | 5.00        |       |
| Capital-Gazette Press - order nisi on    |             |       |
| Capital-Gazette Press - auditor's acct.  | 5.00        |       |
| George W. Scible - auctioneer            | 20.00       |       |
| B. J. Wiegard, Agent - bond premium      | 18.00       |       |
| Diana M. Griscom - notary fees           | 1.50        |       |
| One-half Federal revenue stamps          | 2.20        |       |
| One-half State revenue stamps            | <u>2.00</u> | 82.45 |

To Annapolis Banking & Trust Co., mortgagee-

|                                        |                   |
|----------------------------------------|-------------------|
| this balance on account mortgage claim | <u>3,663.65</u>   |
|                                        | <u>\$4,029.55</u> |

|                                       |                 |
|---------------------------------------|-----------------|
| Amount of mortgage claim filed        | \$4,309.75      |
| Cr. Amount allowed as above           | <u>3,663.65</u> |
| Balance subject to decree in personam | \$ 646.10       |

|                  |                                                  |                   |
|------------------|--------------------------------------------------|-------------------|
| Cr. Aug. 19 1941 | Proceeds of Sale                                 | \$4,000.00        |
|                  | Refund 1941 State and County taxes (\$70.56-adj) | 25.71             |
|                  | Refund 1941 Benefit Charges - (\$10.25-adj)      | <u>3.84</u>       |
|                  |                                                  | <u>\$4,029.55</u> |

ORDER NISI

Ordered, This 29th day of September, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 31st day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of October next.

John H. Hopkins, 3rd., Clerk

Certificate of Publication

Annapolis, Md., October 30, 1941.

We hereby certify, that the annexed Order Nisi - William E. Cook and Wife - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of October, 1941. The first insertion being made the 30th day of September, 1941.

The Capital-Gazette Press, Inc.

By Betty Duff Bennett.

In the Circuit Court for Anne Arundel County

Ordered By The Court, this 3rd day of Nov. 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney, apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin,

Judge.



|                             |   |                          |
|-----------------------------|---|--------------------------|
| Frederick W. Schroepfer     | : | No. 5569 Equity          |
| vs.                         | : | In The Circuit Court For |
| Clarence F. Morrison, et al | : | Anne Arundel County.     |

Mr. Clerk:

Please file, etc.

M. A. Tregor, Atty.

Bill of Complaint -- Filed Dec. 21" 1928

To The Honorables, The Judges of Said Court:

The Bill of Complaint of Frederick W. Schroepfer, against Clarence F. Morrison, and Clarence F. Morrison administrator of the estate of Catherine Morrison, deceased, and John S. Myer respectfully represents unto your Honors:

First: That your Orator is now and was at the time hereinafter referred to, engaged in the general building and contracting business in Anne Arundel County, State of Maryland.

Second: That the Defendant, Clarence F. Morrison, was the husband of Catherine Morrison, who departed this life in Anne Arundel County, on or about the 13th day of September, 1928, and the said Clarence F. Morrison was appointed Administrator of the estate of Catherine Morrison, in the Orphans' Court of Anne Arundel County, on or about the \_\_\_\_ day of September, 1928; a certificate of the granting of Letters Testamentary is filed herewith, and marked "Complainant's Exhibit A".

Third: That on or about the 22nd day of June, 1928, your Complainant and Catherine Morrison, now deceased, entered into an agreement for the alteration and addition to the bungalow, situate on lots Nos. 75 and 188, on the Plat of Shoreland, on Marley Creek, Anne Arundel County. A copy of the aforesaid contract is filed herewith and marked "Complainant's Exhibit B".

Fourth: That shortly after the 22nd day of June, 1928, the said Catherine Morrison, ordered and requested of the Complainant to make certain changes and additions, contrary and in advertancy with the contract of June 22, 1928, and it was verbally agreed by the Complainant and Catherine Morrison that the labor charge for making these changes, would be One Hundred Dollars (\$100.00), and the cost of extra materials.

Fifth: That your Complainant furnished the services and materials contracted for by him with the said Catherine Morrison, and said work was performed at the request of and under the supervision of the said Catherine Morrison; said work is fully completed, and there is now due your Complainant, the sum of Fourteen Hundred Eleven Dollars and Forty-Five Cents (\$1411.45), with interest from October 1, 1928

Sixth: That the work was done at the request of the aforesaid Catherine Morrison, having since departed this life in Anne Arundel County, on or about the 13th day of September, 1928, and left as her surviving heirs-at-law and next of kin, her husband, Clarence F. Morrison and a brother, John S. Myer; and the said John S. Myer, together with his wife, Margaret E. Myer, on or about the 18th day of September, 1928, granted and conveyed unto the Defendant, Clarence F. Morrison, all their right and interest in lots Nos. 75 and 188, in Plat "A" of Shoreland. A certificate copy of which deed will be filed in these proceedings in due course.

Seventh: That the said sum of money so due to your Orator for work and labor furnished by him as aforesaid, being due and unpaid, he did on or about the 26th day of October, 1928,

filed in the Clerk's Office of the Circuit Court for Anne Arundel County, a claim for lien, under the provisions of the Code of Public General Laws of Maryland, Article 63, entitled "Mechanics Lien", against the said building, the ground upon which it is erected and so much other ground immediately adjacent thereto, and belonging in like manner to the owner of said building, namely Clarence F. Morrison, as will appear by reference to said original lien claim, herewith filed, marked "Complainant's Exhibit "C".

TO THE END THEREFORE:--

(A) That a decree may be passed by this Court for a sale of the property described in said lien claim and that the proceeds thereof, or such portion thereof as may be necessary, may be applied to the discharge of said lien claim of your Orator, under the order and direction of this court.

(B) That your Orator may have such other and further relief as his case may require.

May it please the Court to grant unto your Orator the writ of subpoena, directed to the said Clarence F. Morrison and Clarence F. Morrison, Administrator of the estate of Catherine Morrison, and John S. Myer commanding them to be and appear in this Honorable Court on some certain day to be named therein, and give answer, if any they have, why a decree should not be passed as prayed.

And as in duty Bound, &c.

Marcus A. Tregor,  
Solicitor for Complainant.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 15th day of November, 1928, before me, the subscriber, a Notary Public in and for Baltimore City, State aforesaid, personally appeared Frederick W. Schroepfer, and made oath in due form of law, that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) H. Lucile Trussell  
Notary Public.

Frederick W. Schroepfer

No. 5569 Equity

VS.

In The Circuit Court For

Clarence F. Morrison, et al.

Anne Arundel County.

Complainant's Exhibit "A" -- Filed Dec. 21" 1929.

Maryland, Sct:

The State of Maryland

To All Persons To Whom These Presents Shall Come, Greeting

Know Ye, That Catherine Morrison late of Anne Arundel County, deceased, hath died intestate, and administration of all the goods, chattels, credits, and personal estate of the said deceased, is hereby granted and committed unto Clarence F. Morrison who is appointed Administrator of the said deceased.

Witness, Maynard Carr Esq.,

(Court Seal)

Chief Justice of the Orphans' Court of Anne Arundel  
County, this 2nd day of October in the year of our

Lord nineteen hundred and twenty-eight

Test: Oden B. Duckett  
Register of Wills for Anne Arundel County.

Frederick W. Schroepfer

VS.

Clarence F. Morrison, et al.

No. 5569 Equity

In The Circuit Court For

Anne Arundel County.

Complainant's Exhibit "B" -- Filed Dec. 21" 1929.

CONTRACT made and concluded the twenty-second day of June A. D. 1928 by and between Catherine Morrison of the Shorelands in the County of Anne Arundel and State of Maryland party of the first part, and Fred. W. Schroepfer of the Baltimore in the County Baltimore and State of Maryland party of the second part

Alterations and addition to present two room bungalow on lots 75-188 Shorelands on the Marley, A. A. Co., Maryland.

To erect addition 12x29 feet to present building concrete foundation 12 inches thick, 18 inches deep in ground with two courses of 8x16 plain concrete blocks around entire house, new and old.

Addition to be sheathed, new and old, sides to be covered with building paper and red cedar shingles showing 6x6 face.

To erect new front porch 8x26 feet, enclosed with copper screen, erect new roof over entire house, old and new.

Sheet rock addition and put sheetrock ceiling in present house.

Sill to be ----- 4x6

Joist " " ----- 2x8

Studding to be ---- 2x4

Roof Rafters ----- 2x6

Ceiling Joist ----- 2x6

Sheathing #1 Box

Shingles -----6x16 Red Cedar

Roof Shingles -----Hexagonal Blue Black

Outside Window and door trim to be cypress

Interior trim to be # North Carolina Pine

Flooring ----- 13/16 x 2 1/4 B & B

Window Sash ----- White Pine

Outside door ----- White Pine Craftsmans top glazed

#### Specifications and Estimate

I hereby propose to furnish and install the above complete in accordance with the above specifications for the sum of Twelve Hundred Dollars (\$1200.00).

Payments to be made as follows: Entire amount upon completion

F. W. Schroepfer

All material used in this contract is to be as specified, and the entire job is to be done in a neat and substantial manner.

Any alteration or deviation from the specifications herein agreed upon involving extra cost of labor and material, will be executed only upon written order for same and will become an extra charge over the sum mentioned in this contract.

Agreements made with mechanics not recognized.

## Acceptance of Estimate

The foregoing terms, specifications and conditions are satisfactory, and the same are hereby accepted and agreed to, and I hereby authorize you to execute same.

Date June 23, 1928

Signed Catherine Morrison.

This contract is void 10 days from date unless signed and returned to bidder.

Standard Service Bureau, 119 W. Mulberry Street.

Frederick W. Schroepfer

No. 5569 Equity

VS.

In The Circuit Court For

Clarence F. Morrison, et al.

Anne Arundel County.

Complainant's Exhibit "C" -- Filed Dec. 21" 1929.

Fred W. Schroepfer, the Plaintiff in the above entitled cause, claims a mechanic's lien in the sum of Fourteen Hundred eleven Dollars and thirty-five Cents (\$1411.35), due him, with interest thereon, from the Defendants, Catherine Morrison, Clarence Morrison, and Clarence Morrison, administrator of the Estate of Catherine Morrison, deceased, as well as against the 1 story and attic frame dwelling, with asphalt shingle roofing, situate on the Northeast side of Bell Avenue, in Anne Arundel County, State of Maryland, and also against a lot of ground upon which said dwelling is erected, for work and labor done by him, and material furnished by him as carpenter and builder, in and upon said property within six months last past for the Defendants, the owners or reputed owners of said property; the nature and details of which work and labor are particularly set out in the Bill of Particulars, itemized and accounted for herewith as part of the lien claim, the whole of which ground and improvements thereon are situate and lying in the State of Maryland, in Anne Arundel County, and described as follows, that is to say:

BEGINNING for the same on the Northeast side of Bell Avenue, at the distance of Two Hundred and sixty-nine and Seventy-five One-Hundredths (269.75) feet Southeasterly from the corner formed by the intersection of the Northeast side of Bell Avenue and the Southeast side of Furnace Avenue, and at the Southernmost corner of Lot Number 74, as laid out on the plat of Shoreland, hereinafter referred to; thence Southeasterly, along the Northeast side of Bell Avenue, One Hundred (100) feet to the Northwest side of Lot Number 189; thence Northeasterly, along the Northwest side of Lot Number 189, and at right angles to Bell Avenue, One Hundred and Seventy-five (175) feet to the Southwest side of Poplar Road; thence Northwesterly, along the Southwest side of Poplar Road, One Hundred (100) feet to the Southeast side of Lot Number 74; thence Southwesterly, along the Southeast side of Lot Number 74, and at right angles to Bell Avenue, One Hundred and Seventy-five (175) feet to the place of beginning.

Being lots Numbers 75 and 188, as laid out on Plat "A" - Shoreland, subdivided by the City-co Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, Folio a.

And the said Fred W. Schroepfer hereby directs the Clerk of the Circuit Court for Anne Arundel County to file and record this claim in accordance with the provisions of the Code of Public General Laws, relating to the liens of mechanics.

Fred W. Schroepfer, Leinor

Marcus A. Tregor  
Attorney for Fred W. Schroepfer

Catherine Morrison, Clarence Morrison &  
 Clarence Morrison, Administrator of the  
 estate of Catherine Morrison, Deceased

Dr. To: Fred W. Schroepfer

Contract Between Catherine Morrison, owner and Fred W. Schroepfer, Builder.

|                                                                     |                |               |
|---------------------------------------------------------------------|----------------|---------------|
| Alterations and additions to two rooms bungalow on lots 75 & 188 of |                |               |
| Shoreland, Anne Arundel County, dated June 23, 1928.                | Contract Price | \$1200.00     |
| Deduct allowance by agreement, copper screen porch inclosure        | <u>40.00</u>   | \$1160.00     |
| Extra work:                                                         |                |               |
| Sheetrocking two front rooms, tearing out old and erecting new      |                |               |
| partition down stairs; erecting a cupboard in bedroom, side-        |                |               |
| board for kitchen.                                                  |                |               |
| Labor as agreed upon                                                |                | <u>100.00</u> |
|                                                                     |                | \$1260.00     |
| Lumber and Mill work                                                |                | 122.65        |
| Paint and Hardware                                                  |                | <u>28.70</u>  |
|                                                                     | TOTAL          | \$1411.35     |

Catherine Morrison

Dr. to: Frederick W. Schroepfer  
 29 Williamson Street, Baltimore, Maryland.

For Lumber and Mill work:

27 pec 2 x 8 - 16 Va. S4S  
 36 pec 2 x 6 - 16 Va. S4S  
 16 pec 2 x 6 - 12 Va. S4S  
 90 pec 2 x 4 - 10 Va. S4S  
 22 pec 2 x 4 - 16 Va. S4S  
 12 pec 2 x 4 - 12 Va. S4S  
 2 pec 4 x 6 - 16 Va. S4S  
 3 pec 4 x 6 - 12 Va. S4S  
 100 lin ft 1 x 3 Va. Bridging  
 1800 ft 1 x 4 #1 Drsd Sheathing  
 5000 shingles 6/16 Red Cedar 5/2  
 300 ft 13/16 x 3 1/4 Fir Ceiling #1  
 800 ft 13/16 x 2 1/4" B & B Flooring  
 1200 ft sheetrock  
 2 twin sk bx win frs 2-4 1/2 x 4-6 1/4  
 2 sing sk bx win frs 2-4 1/2 x 4-6 1/4  
 6 win sash 2-4 1/2 x 4-6 1/4 - 2 lts Gla.  
 6 sets weights & cords  
 1 outside door 2-8 x 6-8-8 Lts Craftsmans top Gla.  
 2 inside doors 2-6 x 6-6 - 2 panel Fir  
 14 sqs Hexagonal blue black shingles  
 110 lin ft 1 x 5 3/4 Y P S4S B&B  
 200 lin ft O. G. Mldg.

Catherine Morrison

110 lin ft Shoe Mldg.

16 lin ft win apron

16 lin ft win stool

9 pec Sanitary Cashing 16'

200 lin ft 1 x 10 Y P S4s B &amp; B

200 lin ft 1 x 4 Y P S4S B &amp; B

20 bags cement

2 ventilators - 16 x 20

160 lin ft 3" Crown Mldg.

Dr. To: Frederick Schroepfer,  
29 Williamson St., Baltimore, Md.

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 \$583.28

To lumber and millwork as per estimate

#6278 Extras

|                                        |             |        |          |
|----------------------------------------|-------------|--------|----------|
| 5 boxes Gypsolite filler               | @ 50¢       | \$2.50 |          |
| 2 boxes gypsolite filler               | @ 50¢       | 1.00   |          |
| 1 roll blue black slate rfing          | @3.00       | 3.00   |          |
| 4 pec. 2 x 6 - 14 Va. S4S              | 416'        |        |          |
| 30 pec. 2 x 6 - 12 Va. S4S             | @ 40.00     | 16.64  |          |
| 6 pec 2 x 8 - 16 Va. S4S               | @ 40.00     |        |          |
|                                        | 128'        | 5.12   |          |
| 1 door 2-0 x 6-0 - 1-3/8               |             |        |          |
| 2 panel fir                            | @ - 3.50    | 3.50   |          |
| 2 packages gyspolite filler            | @ .50       | 1.00   |          |
| 72 lin. ft. 0 G moulding               | @ 1.50      | 1.08   |          |
| 80 lin. ft. 7/8 x 1/4 rd. moulding     | @1.00       | .80    |          |
| 30 lin. ft. 1/2 x 7/8 scotia moulding  | @1.00       | .30    |          |
| 4 pec. 7/8 x 7 3/4 - 12 Y P S4S #1C    | @ 80.00     | 2.56   |          |
| 1 pec. 7/8 x 11 3/4-10 Y P S4S #1C     | @ 90.00     | .90    |          |
| 2 pec. 7/8 x 9 3/4 - 16 Y P S4S #1C    | @ 90.00     | 2.43   |          |
| 1 pec. 5/4 x 9 3/4 - 10 Y P S4S & nos  | @120.00     | 1.20   |          |
| 68 lin. ft. 5/4 x 3 3/4 - 5/12 1/8 Y P |             |        |          |
|                                        | S4S @100.00 | 2.80   |          |
| 12 lin. ct. chair rail                 | @ 3.00      | .36    | \$ 12.43 |
| 4 pec 2 x 6 - 22 Va. S4S               |             |        |          |
| 12 pec 2 x 6 - 18 Va. S4S              |             |        |          |
| 4 pec 2 x 6 - 16 Va. S4S               |             |        |          |
| 2 pec 2 x 6 - 14 Va. S4S               |             |        |          |
| 6 pec 2 x 6 - 12 Va. S4S               |             |        |          |
| 2 pec 2 x 6 - 10 Va. S4S               |             | 20.61  |          |
| 90 lin ft shoe Mldg.                   |             | .90    |          |
| 2 pec 7/8 x 4 3/4 - 16 #1 Y P          |             | 1.17   |          |
| 90 lin ft. 1 x 6 Y P S4S #1            |             | 4.05   |          |
| 2 rolls slaters felt                   |             | 3.00   |          |

Catherine Morrison

Dr. To: Frederick Schroepfer,  
29 Williamson St., Baltimore, Md.

|                                       |         |         |          |
|---------------------------------------|---------|---------|----------|
| Carried Forward                       | \$29.73 | \$12.43 | \$616.04 |
| 2 pec reb strip 16'                   | .64     |         |          |
| 1 pec 7/8 x 7 3/4 - 16 Y P S4S        | .99     |         |          |
| 8 pec San. Casing 12' Y P             | 4.80    |         |          |
| 1 pec San. Casing 16' Y P             | .80     |         |          |
| 175 ft 13/16 x 3 1/4 Fir Ceiling      | 12.25   |         |          |
| 2 pec win stool 16'                   | 1.60    |         |          |
| 2 pec win apron 16'                   | 1.60    |         |          |
| 6 pec 4 x 9 Gypsolute                 | 9.72    |         |          |
| 20 pec 4 x 8 Gypsolute                | 28.80   |         |          |
| 3 pec 7/8 x 5 3/4 - 10 Y P S4S #1 Com | 1.20    |         |          |
| 2 pec 7/8 x 7 3/4 - 12 Y P S4S #1 Com | 1.28    |         |          |
| 4 pec 7/8 x 7 3/4 - 16 Y P S4S #1 com | 3.44    |         |          |
| 2 pec San. Casing 16'                 | 1.60    |         |          |
| 20 pec 2 x 4 - 10 Va. S4S             | 5.32    |         |          |
| 900 lin ft lattice strips             | 9.00    |         |          |
| 20 lin ft 7/8 x 3 3/4 Y P S4S # 1     | 1.56    |         |          |
| 20 lin ft San. Casing                 | 1.00    |         |          |
| 150 lin ft lattice strips             | 1.50    | 115.83  | \$128.26 |
|                                       |         |         | \$744.30 |

## Credits

To material on estimate not delivered

as follows:

|                           |       |          |
|---------------------------|-------|----------|
| 36 pec 2 x 6 - 16 Va. S4S | 23.04 |          |
| 200 lin ft 1 x 10 Y P S4S | 15.03 |          |
| 10 lin ft 3" Crown Mldg.  | .30   | 38.37    |
|                           |       | \$705.93 |

## Paint and Hardware

|         |                                                |         |
|---------|------------------------------------------------|---------|
| June 16 | 1- 2 <sup>6</sup> x 6 <sup>6</sup> Screen Door | \$ 1.95 |
| "       | Hinges - Pull & Hook                           | .38     |
| 19      | 1 qt. white-115- & 1 Brush-5                   | 1.20    |
| "       | Black-10- & 1 knob-10                          | .20     |
| 27      | 100 lbs. 8d Wire Nails                         | 4.35    |
| "       | 100 " 10d " "                                  | 4.25    |
| "       | 20 " 20d " "                                   | 1.10    |
| "       | 25 " 8d Cut Finishing Nails                    | 1.75    |
| "       | 1 Bull Chalkline                               | .20     |
| July 7  | 50 lbs. Lewis White Lead                       | 6.50 ✓  |
| "       | 5 gal. Linseed Oil                             | 4.75 ✓  |
| "       | 2 " Turpentine                                 | 1.60 ✓  |

Catherine Morrison

Dr. To:

Frederick Schroepfer,

29 Williamson Street, Baltimore, Md.

|        |                                  | Forward  | \$28.23 |
|--------|----------------------------------|----------|---------|
| July 7 | 1 qt. Japan                      | \$ .65 ✓ |         |
| "      | 1-3" Flat Brush                  | .75      |         |
| "      | 1-lbs. Bt. Siema in oil          | .40 ✓    |         |
| "      | 1 " Raw " " "                    | .40 ✓    |         |
| "      | 1 " Bt. Umber " "                | .40      |         |
| 9      | 25 " 20d Wire Nails              | 1.38     |         |
| 13     | 2 Rolls 3 ply Certamteed Roofing | 5.00     |         |
| 24     | 25 lbs. 1" L. H. Roofing Nails   | 2.00     | 35.53   |
| Aug. 1 | 15 lbs. 3d Wire Nails            | 1.00     |         |
| "      | 5 " 8d " Fine Nails              | .35      |         |
| "      | 5 " 10d " " "                    | .35      |         |
| "      | 5 " 6d Cut Nails                 | .30      |         |
| 2      | 10 " Dry Brown                   | .50 ✓    |         |
| "      | 1 " Black in Oil                 | .60      |         |
| "      | 1 qt. Japan                      | .50 ✓    |         |
| "      | 1/2 Gal. Valspar                 | 3.25 ✓   |         |
| "      | 2 Berkely Fin. 9 Inside Sets     | 1.70     |         |
| "      | 2 pro. 3½" x 3½" #241F Butts     | .70      |         |
| 3      | 3 lbs 6d Wire Fin.               | .21      |         |
| "      | 2 " 4d " "                       | .20      |         |
| 10     | 1-#0389 Sl-Fin. 9 Berkely Set.   | 2.00     |         |
| 15     | 1 pr. 3½" x 3½" #241F Butts      | .35      |         |
| 16     | 1 " 3" x 3" " "                  | .30      |         |
| "      | 5 lbs #223 Bermalo               | .60 ✓    |         |
| "      | 1-Berkely Fin 9 Inside Set       | .85      |         |
| "      | 3-2433 Slide Screens             | 1.65 ✓   |         |
| "      | 1-2" Creole Brush                | .60      |         |
| "      | 15 lbs. 3d. Wire Nails           | 1.00     |         |
| 20     | 8-1833 Slide Screens             | 4.00 ✓   |         |
| "      | 1-Fixture for Mortise Lock       | .25      |         |
| 21     | 5 lbs. 10d Wire Fin. Nails       | .35      |         |
| "      | 2-lbs 2d. Wire Nails             | .16      |         |
| 24     | 10- " 3d. " "                    | .65      |         |
| "      | 14- " Plastic Wood               | .35      |         |
| 28     | 5- Sheets Sandpaper              | .10      |         |
| "      | 1- Gal. W. P. #1 Coach Varnish   | 3.50 ✓   |         |
| "      | 1- " Turpentine                  | .76      |         |
| "      | 1-Tube Chrome Green              | .15      | 27.68   |

Extra have check



Catherine Morrison

Dr. To: Frederick Schroepfer,  
29 Williamson Street, Baltimore, Md.

|         |                                 |         |
|---------|---------------------------------|---------|
| Forward |                                 | \$66.94 |
| Aug. 31 | 12½ lbs. Lewis White Lead       | \$1.65  |
| "       | 1 lb. Chrome Yellow in Oil      | .60     |
| "       | 1/2 " Prussian Blue " "         | .50     |
| "       | 1 pt. Japan Drier               |         |
| Sept. 4 | 5 lbs. each 8d & 10d Fin. Nails | .70     |
| 5       | 1 " 3d. Wire Nails              | .07     |
| 27      | 100 " Cement                    | 1.00    |
| "       | 1-5" Pipe Pot                   | .50     |
| TOTAL   |                                 | \$72.21 |

Frederick W. Schroepfer

VS.

Clarence F. Morrison, et al.

No. 5569 Equity

In The Circuit Court For

Anne Arundel County.

Original Deed ---John S. Meyer &amp; wife to Clarence F. Morrison --Filed Dec. 21" 1929.

This Deed, Made this 18th day of March in the year one thousand nine hundred and twenty-eight by and between John C. Myer and Margaret E. Myer, his wife, of Prince George County, in the State of Maryland, parties of the first part; and Clarence F. Morrison, of Anne Arundel County, State aforesaid, party of the second part.

## WITNESSETH:

That in consideration of the sum of Five Dollars and other good and valuable considerations, the parties of the first part do hereby grant and convey unto the party of the second part, his heirs and assigns, subject to the conditions and restrictions hereinafter referred to, all their right, title, interest and estate in and to the lots of ground and premises situate and lying in Anne Arundel County, State aforesaid and described as follows:

BEGINNING for the same on the Northeast side of Bell Avenue, at the distance of Two Hundred and sixty-nine and Seventy-five One-Hundredths (269.75) feet Southeasterly from the corner formed by the intersection of the Northeast side of Bell Avenue and the Southeast side of Furnace Avenue, and at the Southernmost corner of Lot Number 74, as laid out on the plat of Shoreland, hereinafter referred to; thence Southeasterly, along the Northeast side of Bell Avenue, One Hundred (100) feet to the Northwest side of Lot Number 189; thence Northeasterly, along the Northwest side of Lot Number 189, and at right angles to Bell Avenue, One Hundred and Seventy-five (175) feet to the Southwest side of Poplar Road; thence Northwesterly, along the Southwest side of Poplar Road, One Hundred (100) feet to the Southeast side of Lot Number 74; thence Southwesterly, along the Southeast side of Lot Number 74, and at right angles to Bell Avenue, One Hundred and Seventy-five (175) feet to the place of beginning.

Being Lots Numbers 75 and 188, as laid out on Plat "A" - Shoreland, subdivided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, Folio a, and

BEING the same lots of ground described in a deed dated April 18, 1927, from the City-co Realty Company of Baltimore City, to Catherine Morrison. The said Catherine Morrison departed this life on the thirteenth day of September, 1928, leaving surviving her as her only heirs and next of kin, her husband, Clarence F. Morrison and her brother, John C. Myer.

TOGETHER with the buildings thereupon: and the rights, alleys, ways, water privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground the premises, unto and to the use of the said Clarence F. Morrison, his heirs and assigns, forever in fee simple, and subject to the conditions and restrictions set forth in the deed herein above referred to.

AND the said John C. Myer and Margaret E. Myer, his wife, hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed: that it will warrant especially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

As Witness the hands and seals of the parties hereto.

Bird H. Dolby

as to both

John C. Myer (Seal)

Margaret E. Myer (Seal)

State of Maryland, Prince George County, to wit:

I HEREBY CERTIFY that on this 18th day of March, in the year nineteen hundred and twenty-eight, the subscriber, a Notary Public of the State of Maryland, in and for Prince George County aforesaid, personally appeared John C. Myer and Margaret E. Myer, his wife, and they each acknowledged the foregoing Deed to be their act.

Witness, my hand and Notarial Seal.

(Notarial Seal)

Bird H. Dolby

Notary Public, Md.

Frederick W. Schroepfer

VS.

Clarence Morrison

No. 5569 Equity

In The Circuit Court For

Anne Arundel County.

Answer of Clarence F. Morrison -- Filed Feby. 2<sup>nd</sup> 1929.

The answer of Clarence Morrison in the Bill of Complaint filed against him says:

FIRST: That he admits all the allegations in the Bill of Complaint.

SECOND: That he consents to the passage of such Decree as this court may deem proper without further delay.

J. Chas. Linthicum & Bro.

Sols. for Defendant.

Clarence F. Morrison

Counsel for Defendant.

Answer of John C. Myer -- Filed Feby. 2<sup>nd</sup> 1929.

The answer of John C. Myer in the Bill of Complaint filed against him says:

FIRST: That he admits all the allegations in the Bill of Complaint.

SECOND: That he consents to the passage of such Decree as this court may deem proper without further delay.

J. Chas. Linthicum & Bro.

Sols. for Defendants

John C. Myer

Counsel for Defendant

Frederick W. Schroepfer

VS.

Clarence F. Morrison, et al

No. 5569 Equity

In The Circuit Court For

Anne Arundel County.

General Replication -- Filed Feby. 4" 1929.

The Plaintiff joins issue on the matters alleged in the Answers of Clarence F. Morrison and John C. Myer so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

Marcus A. Tregor

Atty. for Plaintiff.

Decree of Sale Feby. 4th 1929 -- Filed Feby. 4" 1929

This cause standing ready for hearing and being submitted, and the proceedings read and considered; --it is thereupon this 4th day of February, in the year one thousand nine hundred and twenty-nine, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed:

That Marcus A. Tregor be, and he is hereby appointed Trustee to make a sale of the property mentioned in these proceedings, and that the course and manner of his proceedings shall be as follows:

He shall first file with the clerk of this court, a bond to the State of Maryland, executed by himself, and surety or sureties to be approved by the court, in the penalty of Two Thousand Dollars (\$2,000.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at time of sale, the credit payments to bear interest from the day of sale, and to be secured to the satisfaction of the Trustee. As soon as may be convenient after such sale or sales, the said Trustee shall return to this court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiff and Defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this court the money arising from said sale, to be distributed under the direction of this court, after deducting the cost of this suit and such commission to the said Trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Robert Moss, Judge.

Frederick W. Schroepfer  
VS.  
Clarence F. Morrison, et al.

No. 5569 Equity  
In The Circuit Court For  
Anne Arundel County.

Bond -- Filed & Approved this 4<sup>th</sup> day of Feby., 1929.-- Frank S. Revell, Clerk.

American Surety Company of New York.

Know all Men by these Presents, That we, Marcus A. Tregor, as Principal, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of January nineteen hundred and 29.

Whereas, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County, dated Jan. 17, 1929, and passed in a cause entitled Frederick W. Schroepfer vs. Clarence Morrison, et al No. 5569 Equity, the said Marcus A. Tregor is authorized and empowered to make sale of the property described in said proceedings. And whereas the said Marcus A. Tregor is about to execute said power and made sale of the property described as aforesaid in said proceedings.

Now the Condition of the above Obligation is such, That if the above bounden Marcus A. Tregor do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

Wm. A. Nayden

(Corporate Seal)

Marcus A. Tregor (Seal)

American Surety Company of New York

By Benjamin Michaelson

Attorney-in-Fact.

Notice to Trustee -- Filed Oct. 8th., 1929.

According to the advertisement published in the "Maryland Gazette", a newspaper published in Anne Arundel County, there are to be sold Lots Nos. 75 and 188, the property of the late Catherine Morrison.

I am advised that this property is to be sold by virtue of a Mechanics' Lien, and the building that is the foundation of the lien, is located on Lot No. 75.

The Trustee, therefore, is advised that in the event Lot No. 75 is sold, by virtue of this lien, exceptions will be filed to the sale by our client, Morton T. May, one of the creditors of the late Catherine Morrison, owner of the lots.

Arthur B. Keefer

A. T. Brady

Solicitors for Morton T. May.

Trustees' Report of Sale -- Filed Oct. 17<sup>th</sup> 1929.

To the Honorable, the Judges of said court.

Report of Marcus A. Tregor, Trustee appointed by decree of this court, passed

in the above entitled case on the 4th day of February, 1929, to make sale of the real estate mentioned in these proceedings, respectfully shows:-

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and of the said decree, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks before the day of sale, in compliance with the requirements of said decree, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, the 10th day of October, 1929, at ten o'clock A. M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in these proceedings, and said decree, and particularly described in the advertisement of sale hereto attached, and made a part hereof, being lots Nos. 75 and 188, as laid out on plat A "Shoreland", said plat being recorded among the Plat Books of Anne Arundel County, in liber W. N. W. No. 2, folio 2, as set out in said advertisement. The said property being improved by a frame bungalow.

And your trustee sold the above described property to C. Raymond Ward at and for the sum of Two Hundred and Fifty Dollars (\$250.00), he being at that sum the highest bidder therefor, and the said purchaser has complied with the terms of said sale, as set out in said advertisement.

Respectfully submitted.

Jno. S. Strahorn,  
Solicitor for Trustee.

Marcus A. Tregor  
Trustee.

State of Maryland, City of Baltimore, Sct:

I hereby certify that on this 14th day of October, 1929, before me, the subscriber, a notary public of the State of Maryland, in and for said Baltimore City, aforesaid, personally appeared Marcus A. Tregor, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of his knowledge and belief; and that the sale therein reported was fairly made.

Witness my hand and notarial seal the day and date last above set out.

(Notarial Seal) H. Lucile Trussell  
Notary Public.

#### Advertisement of Sale

#### Trustee's Sale of Fee Simple Property at Shoreland.

By virtue of a decree of the Circuit Court for Anne Arundel County the undersigned, Trustee, will sell at public auction, at the court house door, on Thursday, October 10, 1929, at 10 o'clock A. M. all that lot of ground and improvements lying in Anne Arundel County, and described as follows:

Beginning for the same on the Northeast side of Bell Avenue, at the distance of two hundred sixty-nine and seventy-five one-hundredths feet southeasterly from the corner formed by the intersection of the northeast side of Bell Avenue and the southeast side of Furnace Avenue; thence southeasterly along the northeast side of Bell Avenue one hundred feet; thence northeasterly, and at right angles to Bell Avenue, one hundred seventy-five feet to the south-

west side of Poplar Road; thence northwesterly along the southwest side of Poplar Road, one hundred feet; thence southwesterly, and at right angles to Bell Avenue, one hundred seventy-five feet to the place of beginning. Being Lots Nos. 75 and 188 as laid out on Plat A "Shoreland", said plat being recorded among the Plat Books in Anne Arundel County, in Plat Book W. N. W. No. 2, folio 2, improved by a frame bungalow.

Subject to restrictions in a deed from the Cityco Realty Company of Baltimore City to Catherine Morrison dated April 18, 1927, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 13, folio 45.

TERMS OF SALE:- One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned Trustee. All expenses to be adjusted to day of sale. A deposit of \$250 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

W. H. Moss Co.,

Auctioneers.

Marcus A. Tregor,

Trustee.

Certificate of Publication

Annapolis, Md., October 14, 1929.

We hereby certify, that the annexed Clipping - Trustee's Sale - Shoreland - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 10th day of October, 1929. The first insertion being made the 19th day of September, 1929.

The Capital-Gazette Press, Inc.

By H. L. Strange

ORDER NISI

Ordered, this 17th day of October, 1929, That the sale of the property mentioned in these proceedings made and reported by Marcus A. Tregor, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th., day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th., day of November next.

The report states that the amount of sales to be \$250.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., Nov. 18, 1929.

We hereby certify, that the annexed Order Nisi - Sale - Schroepfer vs. Morrison - Equity #5569 - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of Nov. 1929. The first insertion being made the 24th day of Oct. 1929.

By A. W. Lloyd.

Ordered By The Court, This 25th day of November, 1929 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Schroepfer

vs.

Morrison

No. 5569 Equity

In The Circuit Court For

Anne Arundel County

Order to Dismiss Exceptions to Sale -- Filed 21 January 1930.

Mr. Clerk:

Please dismiss the Exceptions of Morton T. May, filed to the sale reported by Marcus A. Tregor in these proceedings, and let said sale be ratified and confirmed in so far as Morton T. May is concerned.

Arthur B. Keefer

Attorney for Morton T. May, Exceptant.





|                                  |   |                          |
|----------------------------------|---|--------------------------|
| Marvin I. Anderson, Assignee     | : | No. 8230 Equity          |
| vs.                              | : | In The Circuit Court For |
| Otho K. West Elsa West, his wife | : | Anne Arundel County.     |

Mr. Clerk:

Please docket the above entitled case, file certified copy of mortgage, and assignment, and statement of mtge. claim, And affidavit.

Filed Aug. 1st. 1941.

Marvin I. Anderson, Assignee

Certified copy of Mortgage -- Filed Aug. 1st., 1941.

THIS MORTGAGE, made this eleventh day of March in the year nineteen hundred and thirty-five by and between Otho K. West and Elsa \_\_ West his wife, of the first part, and Roselind R. Justus of the second part all of Anne Arundel County, in the State of Maryland, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of fourteen hundred dollars from the said Roselind R. Justus, being the purchase money for the hereinafter described property for the proper payment whereof three years after date the said parties of the first part have passed to the said Roselind R. Justus, their joint promissory note of even date herewith and for the payment of the sum of fourteen hundred dollars, as also their six other joint promissory notes of even date herewith each for the payment of the sum of Forty-two dollars and being for the semi-annual interest on said principal sum reserved.

AND WHEREAS the execution of these presents to secure the payment of the aforesaid promissory notes was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar the said mortgagors Otho K. West and Elsa \_ West his wife, do grant and convey unto the said mortgagee Roselind R. Justus, her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, aforesaid containing fourteen and nine-tenths acres, more or less, exclusive of the County Road.

Being the same property which was conveyed to the said Otho K. West and Elsa \_ West, his wife, by Minnie Jane Dyson and James W. Dyson, her husband, by deed of even date herewith and intended to be recorded among the land records of Anne Arundel County, prior to the recording of this mortgage and therein more fully described, by metes and bounds.

TOGETHER with the buildings and improvements thereon and the rights, roads. ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee Roselind R. Justus, her heirs and assigns, forever in fee simple.

PROVIDED, that if the said mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fourteen hundred dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND it is agreed that until default be made in the premises, the mortgagors shall possess the aforesaid property upon paying in the meantime all taxes, and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said here-

----- by mortgaged property, which taxes, assessments, public dues, charges, mortgage debt, and interest together with all liens of whatever kind against said property the said parties of the first part for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue or in any part of either of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee her personal representatives or assigns, or M. Clare M. Green, her or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County and such other notice as by the said mortgagee her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee her personal representatives and assigns, under this mortgage, whether the same shall have been matured or not, and the surplus, (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said mortgagors for themselves, and for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said mortgagors for themselves, and for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee her personal representatives or assigns, or M. Clare M. Green, her or their said attorney shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

Witness the hands and seals of the said mortgagors.

Test:

Myrtle Sturm

Otho K. West (Seal)

Elsa D. West (Seal)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this eleventh day of March in the year nineteen hundred and thirty-five before me a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Otho K. West and Elsa \_ West his wife, the mortgagors named in the foregoing mortgage, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared Minnie Jane Dyson the agent for the within named mortgagee, and made oath in due form of law, that the consideration set forth in said mortgage is true and bona fide as therein set forth, and also as such agent authorized to make this affidavit.

Witness my hand and seal Notarial.

(Notarial Seal)

Myrtle Sturm

Notary Public

Recorded March 11, 1935 at 12 M.

State of Maryland, Anne Arundel County Sct:

I HEREBY CERTIFY, that the foregoing Mortgage was truly taken and copied from Liber F. A. M. No. 138, folio 83, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 29th day of July, A. D. 1941.

(Court Seal)

John H. Hopkins, 3rd., Clerk.

Roselind R. Justus

No. 8230 Equity

To

In the Circuit Court For

Marvin I. Anderson

Anne Arundel County

Assignment- Received for Record 29 day of July 1941, at 10-40 o'clock A. M. and same day recorded in Liber J. H. H., No. 237, Fol. 422, Land Records of Anne Arundel County

John H. Hopkins, 3rd., Clerk.

Filed Aug. 1st. 1941

THIS DEED OF ASSIGNMENT, Made this 28th day of July in the year Nineteen hundred forty-one, by Roselind R. Justus,

WITNESSETH, That in consideration of the sum of one (\$1.00) dollar, the said Roselind R. Justus does hereby grant and assign unto Marvin I. Anderson for the purpose of foreclosure, all her right, title and interest in and to a certain mortgage made to her by Otho K. West and Elsa \_ West, his wife, dated March 11, 1935, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 138, folio 83, and also, all her right, title and interest in and to the property described in said mortgage and in the mortgage debt thereby intended to be secured.

WITNESS the hand and seal of the above named Roselind R. Justus.

Witness: Geneva H. Anderson

Rosalind R. Justus (Seal)

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 28th day of July in the year Nineteen hundred forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Rosalind R. Justus and acknowledged the foregoing deed of assignment to be her act.

As witness my hand and seal Notarial.

(Notarial Seal) Geneva H. Anderson  
Notary Public.

Marvin I. Anderson, Assignee

No. 8230 Equity

vs.

In The Circuit Court For

Otho K. West Elsa \_ West, his wife

Anne Arundel County.

Statement of Mtge. Claim -- Filed Aug. 1st. 1941.

STATEMENT OF MORTGAGE INDEBTEDNESS

Principal amount of mortgage \$1400.00

Interest from March 1st, 1941, to date of sale ?

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 28th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared Rosalind R. Justus, the mortgagee, and made oath in due form of law that the above statement is true and correct to the best of her knowledge and information and belief.

As witness my hand and seal Notarial.

(Notarial Seal) Geneva H. Anderson  
Notary Public.

Affidavit -- Filed Aug. 1st. 1941.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 29th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Anne Arundel County aforesaid, personally appeared Marvin I. Anderson, Assignee, and made oath in due form of law that Otho K. West, defendant in above entitled case, is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial seal.

(Notarial Seal) Thomas O. Gott,  
Notary Public.

Bond --Filed & Approved 25th August, 1941 -- John H. Hopkins, 3rd., Clerk.

Know All Men By These Presents, That we, Marvin I. Anderson as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand (\$2000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of August, in the year of our Lord Nineteen hundred forty-one.

Whereas, the above bounden Marvin I. Anderson by virtue of the power contained in a mortgage from Otho K. West and Elsa \_ West, his wife to Roselind R. Justus bearing date the 11th day of March, 1935 and recorded among the mortgage records of Anne Arundel County in Liber F. A. M. No. 138 Folio 83 and duly assigned to Marvin I. Anderson for the purpose of

foreclosure is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the Above Obligation is such, that if the above bounden Marvin I. Anderson do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Marvin I. Anderson has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered

Marvin I. Anderson (Seal)

in the Presence of

(Corporate Seal)

National Surety Corporation

Lucille H. Musterman

By Marvin I. Anderson

As to Surety:

Attorney-in-fact.

Lucille H. Musterman

Report of Sale, order for Nisi thereon. --Filed September 3 1941

The Report of Sale of Marvin I. Anderson, the Attorney named in the Mortgage ---  
----- in the above entitled cause, respectfully shows:

That after giving bond with security for the faithfully discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more/three successive weeks before the day of sale, he did pursuant to said notice, attend at the Court House Door, in the City of Annapolis on Tuesday, September 2, 1941, at eleven o'clock, a.m. the time and place so advertised, and then and there proceeded to sell said real estate, being all that tract of land, situate, lying and being in the Fourth Election District of Anne Arundel County, containing fourteen and nine tenths acres of land and improvements excepting eight one hundredths of an acre, as will be seen by a copy of the advertisement attached hereto; to Herbert J. Jester and Francis Jester, his wife, for the sum of Twenty five hundred and fifty dollars (\$2,550.00) they being the highest bidders for the property, as will be seen by reference to the Auctioneer's Certificate and purchaser's agreement attached hereto.

Marvin I. Anderson, Assignee.

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 2nd day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefore.

Witness my hand and seal Notarial.

(Notarial Seal) Lucille H. Musterman  
Notary Public.

Assignee's Sale of Improved Real Estate on the General's Highway, South of Glen Burnie, 4th Election District, Anne Arundel County, Md.

By virtue of a power of sale contained in a mortgage from Otho K. West and Elsa \_ West, his wife, dated March 11, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 138, folio 83, default having occurred in said mortgage, the undersigned Assignee will sell at public auction at the Court House door, in the City of Annapolis, on Tuesday, September 2, 1941 at 11 o'clock A. M., all that parcel of ground described as follows:

Beginning for the same at the northeast corner of Lot "C", as laid down on a plat of the subdivision April, 1920, and running from thence with the northwest side of the Light Street Road North 40 degrees 14 minutes East 358.8 feet, North 46 degrees 43 minutes East 360.25 feet, North 47 degrees 26 minutes East 743.85 feet to a point in the South 92 degrees West 94 perches line of a conveyance from Mahlon P. Stewart to Minnie Pumphrey, dated November 11, 1910, thence leaving the said Light Street Road and running with the said conveyance, as corrected, South 82 degrees 6 minutes West 1,548 feet, thence leaving said conveyance and running with the divisional lines of Lots "B" and "C" South 30 degrees 32 minutes East 355.2 feet, South 30 degrees 32 minutes East 595.4 feet to the point of beginning containing 14.9 acres of land, more or less, exclusive of the county road, EXCEPTING therefrom .08 of an acre, which was conveyed to Minnie J. Dyson by said Otho K. West and wife, by deed dated December 23, 1938, recorded among the Land Records of said county in Liber J. H. H. No. 194, folio 172.

Improved by an unfinished frame bungalow containing four rooms, and by a stable.

Terms of Sale: A deposit of \$400.00 will be required of the purchaser on the day of sale, deferred payment to bear interest from day of sale and to be paid in cash on ratification of sale. Taxes to be adjusted to day of sale.

Marvin I. Anderson, Assignee.

20 U West Street, Annapolis, Md.

#### Auctioneer's Certificate and Purchaser's Agreement.

I hereby certify that I have this 2nd day of September 1941 sold the property described in the within advertisement for the sum of 250000 to Herbert J. Jester & Frances Jester, he being then and there the highest bidder and I further certify that the sale was fairly made.

G. W. Scible, Auctioneer.

I hereby certify that I have this 2nd day of September 1941 purchased from Marvin I. Anderson, Assignee, the property described in the advertisement within, at and for the sum of \$2550.00, and hereby agree to comply with the terms of sale.

Witness my hand and seal.

Witness:

Marvin I. Anderson

Herbert J. Jester (Seal)

Frances Jester (Seal)  
2549 Robb St., Balto., Md.

#### ORDER NISI

Ordered, this 3<sup>rd</sup> day of September, 1941, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Attorney named in Mortgage, Be

Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 6<sup>th</sup> day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6<sup>th</sup> day of October next. The report states that the amount of sales to be \$2,550.00.

John H. Hopkins, 3rd., Clerk

Certificate of Publication

Annapolis, Md., September 30, 1941

We hereby certify, that the annexed Order Nisi - Otho K. West - Equity 8230 - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6<sup>th</sup> day of October, 1941. The first insertion being made the 4<sup>th</sup> day of September, 1941.

The Capital-Gazette Press, Inc.

By Dorothy Kunsman.

Ordered By The Court, This 14<sup>th</sup> day of October, 1941 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Judge.

Marvin I. Anderson, Assignee

vs.

Otho K. West and Wife

No. 8230 Equity

In The Circuit Court For

Anne Arundel County.

Auditor's Report and Account -- Filed Nov. 6<sup>th</sup>., 1941.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Marvin I. Anderson, Assignee, vs. Otho K. West and Wife in ac. with Marvin I. Anderson, Assignee.

|                             |               |        |
|-----------------------------|---------------|--------|
| To Assignee for fee         | \$25.00       | \$     |
| To Assignee for commissions | <u>108.75</u> | 133.75 |

To Assignee for Court costs, viz:

|                                        |              |       |
|----------------------------------------|--------------|-------|
| Plaintiff's Solicitor's appearance fee | 10.00        |       |
| Clerk of Court - costs                 | 14.30        |       |
| Auditor                                | <u>13.50</u> | 37.80 |

To Assignee for Expenses, viz:

|                                          |       |
|------------------------------------------|-------|
| Capital-Gazette Press - advertising sale | 25.50 |
| order nisi on                            |       |
| Capital-Gazette Press - report of sale   | 5.00  |
| order nisi on                            |       |
| Capital-Gazette Press - auditor's acct.  | 5.00  |

|                                             |              |                   |
|---------------------------------------------|--------------|-------------------|
| To Amounts brought forward                  | \$35.50      | \$171.55          |
| To George W. Scible - auctioneer            | 15.00        |                   |
| National Surety Corporation-bond premium    | 10.00        |                   |
| One-half Federal revenue stamp              | 1.65         |                   |
| One-half State revenue stamp                | 1.25         |                   |
| certified copy and re-                      |              |                   |
| Clerk of Court - cording assignment         | 4.50         |                   |
| L. H. Musterman - notary fee                | .50          |                   |
| Geneva H. Anderson - notary fee             | .50          |                   |
| Thos. O. Gott - notary fee                  | <u>.50</u>   | 69.40             |
| To Assignee for Taxes, viz:                 |              |                   |
| 1940 State & County taxes                   | 37.31        |                   |
| 1941 State & County taxes (\$36.01-adj)     | <u>27.01</u> | 64.32             |
| To Roselind R. Justus, mortgagee - in       |              |                   |
| full for mortgage claim - principal         |              | 1400.00           |
| interest to 9/2/41                          |              | <u>42.24</u>      |
|                                             |              | 1442.24           |
| To Four Besche Bros., judgment creditor -   |              |                   |
| in full for claim filed, interest to 9/2/41 |              | 185.84            |
| To Roselind R. Justus, judgment creditor-   |              |                   |
| in full for claim filed, interest to 9/2/41 |              | 318.70            |
| To Otho K. West and Elsa West, mortgagors   |              |                   |
| this balance -                              |              | <u>297.95</u>     |
|                                             |              | <u>\$2,550.00</u> |
| Cr. Sept. 2 1941 Proceeds of Sale           |              | <u>\$2,550.00</u> |

ORDER NISI

Ordered, This 6th., day of November, 1941, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 8th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th., day of December, next.

John H. Hopkins, 3rd., Clerk.

## Certificate of Publication

Annapolis, Md., December 8, 1941

We hereby certify, that the annexed Order Nisi - Otho K. West & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of December, 1941. The first insertion being made the 13th day of November, 1941.

The Capital-Gazette Press, Inc.

By Betty Duff Bennett.



In the Circuit Court for Anne Arundel County

Ordered By The Court, this 10th day of December, 1941, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin, Judge.

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|                                         |   |                          |
|-----------------------------------------|---|--------------------------|
| Erich Wolf                              | : | No. 5292 Equity          |
| vs.                                     | : | In The Circuit Court For |
| William T. Bast and Christine, his wife | : | Anne Arundel County.     |

Mr. Clerk:

Please file and issue subpoena for the defendants who reside on Francis St. in the village of Eastport.

George B. Woelfel, Plaintiff's Attorney.

Bill of Complaint -- Filed May 2<sup>nd</sup> 1927.

To the Honorable, the Judge of said Court:

Your Orator complaining says:-

1. That your orator and one of the defendants to wit, William Bast entered into an agreement for the sale of a strip of land twenty-two by one hundred eighty one and one-half feet off of the east side of Lot No. 42 as laid down on a plat and survey of the sub-division of the property of Francis D. Hutchins made by J. Carson Bousch, Surveyor on the 21st day of October in the year 1918, said lot being located in the village of Eastport on Boucher Street adjoining the lot of your orator. A copy or the original memorandum of the contract of sale being duly filed herewith as Plaintiff's Exhibit "A"

11 That William T. Bast one of the defendant, alleged to your Orator that he was the owner of the aforesaid property and was in a position to make such a contract and to convey unto your orator a good and merchantable title to the said parcel of ground, wherefore and in consequence of said false representation your orator paid part of the purchase money on said tract of land to said William T. Bast

111 That William T. Bast, one of the defendants then wrote to your orator to pay the balance of the purchase price whence he would execute a deed of conveyance to the aforementioned tract of land to him, conveying a good and merchantable title as agreed upon or in default of the payment of the balance of the purchase money upon a stipulated day he the said William Bast would retain all money so paid by your orator and cancell the contract.

1V That your Orator then employed George B. Woelfel, an attorney to examine the title to the said property and ascertain whether the same was good and merchantable and if so to prepare a deed from William T. Bast and Christine Bast, his wife to him.

V That George B. Woelfel, the attorney in examining said title for your Orator discovered that the record title to said strip of land was in Francis Hutchins and that William T. Bast had no right to convey this land and the said attorney so notified your orator of his findings whereupon your orator informed William T. Bast of his attorneys report, to the

effect that William T. Bast had no title to this property and hence could not convey the same by deed.

Vl That the said William T. Bast then for the first time informed your orator that he had a contract of sale with the said Francis Hutchins whereby the said Francis Hutchins had agreed to convey this tract of land to him but that he, the said William T. Bast lacked the necessary fund or purchase price to carry out his contract with Hutchins but if your orator would pay him, the said William T. Bast the balance of seventy (\$70) Dollars due on the contract between your orator and him, he would in turn immediately pay the said money so received to Francis Hutchins get his deed from said Hutchins and then immediately execute his contract with your orator and everything would be settled.

Vll That shortly thereafter your orator, William T. Bast and one of the defendants and Francis Hutchins met in the office of George B. Woelfel and talked over the entire transaction as heretofore set out and it was then that the said Hutchins said he would not transfer the said strip of land unto William T. Bast until the full purchase price of his contract with Bast had been received and thereupon William T. Bast one of the defendants requested your orator to pay him the balance of the money due on the contract between them in order that he might transfer the same to Hutchins and then he, William Bast would make the conveyance to your orator for otherwise said William Bast, defendant contended he would be unable to go on with the contract with your orator.

Vlll That at that time William T. Bast one of the defendants did draw for your orator a sketch of the part of the lot of ground he was to convey unto your orator and did further sign a receipt for the payment in full of the same, the original of which is filed herewith as Plaintiff's Exhibit "B"

LX That before payment of the balance of seventy (70) Dollars as was requested in this Bill under paragraph seven hereof it was suggested by George B. Woelfel, attorney that in as much as Christine Bast, wife of William T. Bast both defendants in this case had not signed the contract of sale and moreover in view of the fact that the money paid by your orator was to be immediately transferred to Francis Hutchins that it would be advisable for Hutchins to make the deed directly to Wolf, but William Bast again requested that this be not done because his contract with your orator was for the conveyance of only a part of a lot of ground and since he William Bast had already gotten Winson G. Gott, an attorney to prepare the deed to him from Hutchins conveying the whole tract and that under those circumstances the description in the deed already prepared by Attorney Gott would be wrong, and that deed could not be used and it would only be an additional expense upon him to have attorney Gott prepare another deed and not being a rich man he would like to save this expense and moreover William Bast then instructed attorney Woelfel to prepare a deed conveying the part of a lot of ground as agreed upon from himself and wife to Erich Wolf, your orator and that he the said William Bast would be in the office the following day with his wife to execute said deed, as he was sure his wife would do as he told her and the only reason she was not present then was because of the rain and bad weather.

X That immediately after receiving the money from your orator and transferring the same to Francis Hutchins, the said William T. Bast had a deed for the property executed by Hutchins to himself and his wife as tenants by the entireties and the following day had

the same recorded.

Xl That the said William T. Bast failed to return to the office of George B. Woelfel attorney an\_execute the deed to your orator within a reasonable time and after making sever-  
al promises so\_do and still failing, finally told your orator and his attorney that the prop-  
erty belonged to him and his wife and that she has refused to sign any deed to Wolf and fur-  
ther that in as much as she had not signed the contract no Court in the world could make her  
sign so said his attorney and hence if your orator, his attorney or anyone else thought the  
property could be gotten through legal proceedings then try and get it.

To the end therefore:

(1) That the deed from the said Francis Hutchins to William T. Bast and Christine Bast,  
his wife dated the 13th, day of October 1926 and recorded among the Land Records of Anne  
Arundel County in Liber W. M. B. No.37 folio 209, of the said real estate may be declared to  
be void as to that portion which should have been transferred to your orator

(2) That William Bast and Christine Bast be declared Trustees for your orator as to  
that portion of land which William Bast agreed to sell your orator and that the said Trus-  
tees be made to transfer that portion of land unto your orator.

(3) May your orator have such other and further relief as his case may require.

May it please your Honor to Grant unto your Orator, the writ of subpoena directed to  
the said William T. Bast and Christine Bast his wife, both adults and residents of the vil-  
lage of Eastport in Anne Arundel County commanding them to be and appear in this Honorable  
Court on some day certain to be named therein to answer the premises and abide by and per-  
form such decree as may be passed therein

And as in duty bound, etc.

George B. Woelfel  
Plaintiff's Soclicitor.

Erich Wolf  
vs  
William T. Bast and Christine Bast his wife

No. 5292 Equity  
In The Circuit Court For  
Anne Arundel County.

Decree Pro Confesso -- Filed Aug. 20" 1927.

This cause being submitted to the Court, the proceedings were read and considered and  
it appearing to the Court that the defendants were duly summoned, and have failed to appear  
or answer within the time prescribed by the rules.

It is thereupon this 20th day of August in the year 1927 by The Circuit Court for Anne  
Arundel County, adjudged, ordered and decreed that the Bill of Complaint in this case be  
and the same is hereby taken Pro Confesso; And leave is hereby granted for the Plaintiff to  
take testimony before may one of the Standing Examiners of this Court to substantiate the  
allegations of the Bill.

Robert Moss A. J.

Erich Wolf  
VS.  
William T. Bast and Christine Bast, his wife.

No. 5292 Equity  
In The Circuit Court For  
Anne Arundel County.

Testimony -- Filed March 20" 1928.

Pursuant to an order of the Circuit Court for Anne Arundel County, sitting in Equity, past in the above entitled cause dated the 20th, day of August 1927; the following testimony was taken at the office of George B. Woelfel, Esq., Annapolis Maryland on the \_\_\_\_ day of February 1928

Present; George B. Woelfel, Attorney for Plaintiff

George E. Rullman, Examiner

Witnesses:

Erich Wolf, Annapolis, Md.

Francis Hutchins, Gambrills, A. A. Co., Md.

George B. Woelfel, Annapolis, Md.

Frances Dyker, stenographer.

Erich Wolf, plaintiff in the above entitled case, a witness of lawful age, being duly sworn, deposes and says.

(Mr. Woelfel) State your name and address.

Mr. Erich Wolf, Boucher Street, Eastport, A. A. Co., Md.

Q.1. Do you know William Bast and Christine Bast, his wife?

A.1. Yes.

Q.2. Have you or Mr. Bast ever had any dealings together, if so when and what was the subject matter.

A.2. Yes, I had an agreement with Mr. Bast to buy a strip of land 20 feet by 181½ feet for One hundred (\$100) dollars.

Q.3. When was this agreement made?

A.3. Was sometime in March 1926.

Q.4. Do you recognize this slip of paper? (Plaintiff Exhibit A)

A.4. Yes, I do, that is the receipt for the first Five (\$5.00) dollars I paid him for the lot.

Q.5. Have you finished paying him for this lot?

A.5. Yes.

Q.6. When did you make your final payment?

A.6. On October 13, 1926, I paid him the last Seventy (\$70.00) dollars, by, check, it was given him in your office.

Q.7. Do you recognize this check as being the one you gave him?

A.7. I do. (Plaintiff Exhibit 2)

Q.8. Have you gotten the deed for that property, as yet?

A.8. No, and it's been over a year since I paid him.

Q.9. What is the reason why you haven't gotten the deed?

A.9. Well, Mr. Bast, tells me that his wife didn't sign the contracts and she cannot be made to sign the deed.

Q.10. Was there any dispute as to the size of the lot,

A.10. Yes on the first occasion he wrote me that the lot was only 20 by 75 but we settled that question in your office the day I made the final payment, that the lot was to be 20 by 181½ ft and was to come off the South side of Lot No. 42.

Q.11. Under what circumstances did you pay Mr. Bast for this lot?

A.11. You see I was to get this strip of land adjoining the 20 by 181½ feet for one hundred (\$100) dollars and I was to pay him five (\$5.00) a month. After I had made six payments I wanted the strip of land to build a garage on and Mr. Bast told me if I gave him the remaining seventy (\$70) dollars, he would deed me the land; so I came up to you to get you to draw me the deed, and you told me that Bast did not own the property, so then I went back to Bast and told him what you had said. Bast told me he knew that first, but then he said he had an agreement with Mr. Hutchins to buy the property and would get it as soon as I paid him the balance of the money so that he could pay it to Hutchins, because Hutchins would not trust him and I don't blame him much. Anyway, we all came up to your office.

Q.12. Who was we all?

A.12. Mr. Bast, Mr. Hutchins and myself, and right in your office in your presence and in the presence of all of us, I turned over my seventy (\$70) dollar check to Mr. Bast, and he went out with Mr. Hutchins and had it cashed and turned over the money to Mr. Hutchins. Then Mr. Hutchins said he already had the deed prepared in Mr. Gotts' office, and would go in and sign it, which he did, but Bast never did sign my deed and he still claims he won't sign it, or that is, I mean, he says his wife won't sign it and we can't make her sign it. Then I asked Bast for the money back and he told me I would have to wait, <sup>as long as I made him wait</sup> so then I told him I didn't want the money back, but I want my land, and I still want it.

To the general question under the rule, the witness answered "No"

Erich Wolf.

Francis D. Hutchins, a witness of lawful age next being produced on behalf of the plaintiff, being duly sworn deposes and says.

(Q) State your name and address?

(A) Francis D. Hutchins, Waterbury, Anne Arundel County, Maryland

(Q) Mr. Hutchins do you know the parties to this suit, that is Mr. Bast and his wife and Mr. Erich Wolf?

(A) I do.

(Q) Mr. Hutchins you were the owner of the large tract of land in Eastport, the 2nd Election District of Anne Arundel County part of which land bounded on the North side of Boucher Street, were you not. (A) I was.

(Q) There is a plat of your former property recorded in Plat Book W. M. B. No. 1 folio 48, is it not?

(A) There is.

(Q) To whom, if you recollect did you sell Lot No. 42?

(A) William T. Bast.

(Q) When did Wm. T. Bast buy this property?

(A) If I'm not mistaken, it was about January 1919 when he bought that 42 lot. Then he bought lots Nos 24, 25, <sup>26</sup> and 27 in 1921 or 1922, I wouldn't be positive.

(Q) Did you make a deed to him for these lots at the time aforesaid

(A) No, the above mentioned time was the time of the contract I wouldn't give a deed until the lots were paid for.

(Q) When was lot 42 paid for, by Wm. T. Bast?

(A) October 13, 1926.

(Q) State the circumstances by which you received payment that day, that is, where the money passed, or the place where the negotiation leading up to the payment by Bast took place.

(A) In my opinion the negotiations were made in Mr. Woelfels' office because myself, Mr. Wolf, Mr. Woelfel, and Mr. Bast were present at the time and Mr. Wolf asked Mr. Bast for a Deed but I wouldn't give Mr. Bast his deed until he made a final payment and I had notified Mr. Bast that if he didn't make this payment in 30 days that his contract would be null and void and I heard him state in Mr. Woelfels' office that in order for him to get the money that he would have to collect money. (I don't know how much) from Mr. Wolf to make this payment which he did, through check, I went with him to the bank to cash the check and then he paid me the balance due on lot No. 42 and I executed Deed immediately in the office of Mr. Gott.

(Q) This Deed you executed on October 13, 1926 embodied more than lot No. 42?

(A) Yes, it also included Lots Nos 24, 25, 26 and 27.

(Q) Do you know whether there was any contract for the sale on part of No. 42 by Mr. Bast to Erich Wolf?

(A) He told me several times before that, that he was selling part of that lot, that is part of lot No. 42 to Mr. Wolf and as soon as Wolf paid him he would finish paying me.

(Q) Do you remember Mr. Bast signing this receipt in our presence on October 13, 1926 and the drawing thereon that I made. Exhibit "C"

(A) I remember you making that drawing, who signed the receipt, I don't remember.

(Q) Did you hear Mr. Bast say he would execute a Deed to Mr. Wolf, the same day?

(A) He said he would be up on Monday and bring his wife to sign the deed.

To the general question under the rule

(A) I don't remember anything else of any interest that I know of.

F. D. Hutchins.

George B. Woelfel, a witness of lawful age, next being called on behalf of the plaintiff, after being duly sworn deposes and says,

My name is George B. Woelfel, my profession is attorney at law, and I reside at No. 38 Murray Ave, with law offices at No. 13 School Street, in the city of Annapolis, Maryland

In regard the transaction between Bast and Wolf I might state it was first brought to my attention when Wolf brought several receipts which were deposits to be applied on the payment of this strip of land. He instructed me to examine the title to this portion of a lot and prepare him a deed; in this examination I discovered that the title to this strip of land which Wolf was to purchase was in the name of Francis D. Hutchins. I so informed Wolf and told him it would be advisable for him to get his money back. Then after a lapse of time I was confronted by Hutchins Bast and Wolf; all three came into my office and Wolf stated his version of the case, which was the the effect, as I recollect, that he wanted the property and was ready and willing to pay for the same. William T. Bast, one of the defendants, then informed me that he had an agreement with Mr. Hutchins, whereby he was to

buy 3 or 4 lots and that there was still due and owing on these 3 lots approximately one hundred (\$100) dollars, and that if Wolf were to pay him the seventy (\$70) dollars balance, he would be in a position to pay off Hutchins, get the deed from Hutchins, and execute one to Wolf. Hutchins practically verified all these statements made by Bast, insofar as they applied to him. I then suggested before Wolf turned over the check to Bast that they settle the disput\_ about the size of the lot, as some of the receipts stated the lot was 20 by 75 ft, whilst those which were made in the beginning stated the lot to have dimensions of 20 by 181½ ft. I then had Bast to diagram the section of the lot he intended to sell, which he did; and we made the dimensions at that time 20 by 181½ feet, which were to come off of the South side of Lot No 42 as laid down on a plat and survey thereof recorded in Plat Book W. M. B. No. 1 folio 48 this diagram is shown in the upper right hand corner of Plaintiffs Exhibit "C" Then I told Bast why not permit us to make a deed directly from Hutchins to Wolf and thereby save the trouble of him and his wife signing the deed to Wolf after he had received his deed from Hutchins; Bast answer to this question was that there were 3 lots or 4 lots, I do not recollect the exact number, he was purchasing from Hutchins and all of them were embodied in the deed Mr. Gott had already prepared and were we to strike out that portion of the lot which he, Bast, was to convey to Wolf it would necessitate Mr. Gott, an attorney, preparing a new deed and thereby encumber him with the additional expense; he further stated that there was no doubt in his mind that he could get his wife to execute the deed and furthermore would bring her over the coming Monday to sign. Then I instructed Wolf to make out the seventy (\$70) dollar check payable to William Bast and Christine Bast, his wife, but Bast said he did not want the check drawn in that manner as his wife would have to indorse the same and by the time he went home and got her to indorse the said check the banks would be closed and Mr. Hutchins would not execute the deed unless he got the cash and coming in town but once every other week as he did, would hold up the transaction for a couple of weeks. Then I told Wolf under those circumstances I could see no reason why the check should not be drawn to the order of William T. Bast, which was done. Monday came, and in fact several Mondays passed and no word was heard by me from Mr. Bast; then one day he dropped into my office and told me he was ready to sign the deed. I asked him where was his wife and he told me she was at home, and if I wanted to get her signature I would have to go over to his home to get it

Accordingly I got into my car and drove him and a Notary Public over to his home. When I arrived Bast had changed the propensities, and he immediately began to argue when I requested that his wife first, that she did not have to sign the paper and she did not intend to sign it, and furthermore Mr. Green had instructed him that inasmuch as his wife had not signed the contract, she could not be made to sign the deed. I told Bast that that was correct, but not withstanding that fact, the court could strike out his deed on the ground of procuring the same under fraud. He then told me he didn't care what the court did, that now neither he nor his wife would sign the deed. The reason that it was absolutely necessary for his wife to sign the deed was due to the fact that the title to the 3 or 4 lots, a portion of which Wolf was to get was taken in the names of William T. Bast and Christine Bast, his wife, as will appear by a certified copy of the said deed filed herein as Plaintiff Exhibit D

To the general question under the rule, the witness answered "No"

George B. Woelfel

There being no other witnesses to be examined and no further time being desired by the parties hereto the within testimony is herewith closed and returned to the Court this 20th day of March, 1928.

George E. Rullman . (Seal)

Examiner.

Plaintiff Exhibit "A" -- Filed with Examiner --George E. Rullman, Examiner.

March 30, 1926

Received from Mr. Wolf \$500 part payment on 20 ft X 181 lot situated on Boucher St., Eastport

William Bast

Plaintiffs Exhibit "B" --Filed with Examiner --George E. Rullman, Examiner.  
Mr. Wolf.

If you still insist on getting that peice of drive-way"and will bring your payments up to date", no doubt we can come to some kind of an agreement, it is not my place to go to no trouble about it, all I o- agree to do is give you a clear deed at the time of settlement, you also can get your lawyer to draw up the deed, I want to know as soon as possible otherwise I am going to build in between us.

Let me know, otherwise I am going to start the foundation Monday.

Mr. William Bast.

When getting deed.) Size of Land is 20 x 75

Plaintiff Exhibit "C". Filed with Examiner -- George E. Rullman, Examiner.

Recieved from Mr. Wolf \$500 part payment on Lot 20x181 situated on Boucher St Eastport April 11 1926

William Bast

|      |    |      |
|------|----|------|
|      | 25 |      |
| 41   | 42 | 43   |
| Bast | :  | Wolf |

The above lot has been fully paid for  
Paid in Full.

To Wm Bast

Boucher St. N. & S.

William Bast & Christine Bast, his wife

Erich & Julia Wolf his wife

(Check) Plaintiff Exhibit 2

THE STATE CAPITAL BANK of the Eastern Shore Trust Co.

Annapolis, Md., 10/13/1926 No. 1

Pay to the Order of William Bast \$70.00 Seventy Dollars

For Ground 20-181 on Boucher Ave.

Erich Wolf

(Endorsed on back) Wm. Bast.

Opinion of Court & Decree May 26th 1928 -- Filed May 26th 1928

OPINION OF COURT (JUDGE MOSS)

The Bill of Complaint in this case was filed on May 2, 1927, and reads as follows:-



1 "That your orator and one of the defendants to wit, William Bast entered into an agreement for the sale of a strip of land twenty-two by one hundred eighty one and one-half feet off of the east side of Lot No. 42 as laid down on a plat and survey of the subdivision of the property of Francis D. Hutchins made by J. Carson Bousch, Surveyor on the 21st day of October in the year 1918, said lot being located in the village of Eastport on Boucher Street adjoining the lot of your orator.

A copy or the original memorandum of the contract of sale being duly filed herewith as Plaintiff's Exhibit "A"

11 That William T. Bast one of the defendant alleged to your orator that he was the owner of the aforesaid property and was in a position to make such a contract and to convey unto your orator a good and merchantable title to the said parcel of ground, wherefore and in consequence of said false representation your orator paid part of the purchase money on said tract of land to said William T. Bast.

111 That William T. Bast, one of the defendants then wrote to your orator to pay the balance of the purchase price whence he would execute a deed of conveyance to the aforementioned tract of land to him, conveying a good and merchantable title as agreed upon or in default of the payment of the balance of the purchase money upon a stipulated day he the said William Bast would retain all money so paid by your orator and cancel the contract.

1V That your Orator then employed George B. Woelfel, an attorney to examine the title to the said property and ascertain whether the same was good and merchantable and if so to prepare a deed from William T. Bast and Christine Bast, his wife to him.

V That George B. Woelfel, the attorney in examining said title for your Orator discovered that the record title to said strip of land was in Francis Hutchins and that William T. Bast had no right to convey this land and the said attorney so notified your orator of his findings whereupon your orator informed William T. Bast of his attorneys report, to the effect that William T. Bast had no title to this property and hence could not convey the same by deed.

VI That the said William T. Bast then for the first time informed your orator that he had a contract of sale with the said Francis Hutchins whereby the said Francis Hutchins had agreed to convey this tract of land to him but that he, the said William T. Bast lacked the necessary fund or purchase price to carry out his contract with Hutchins but if your orator would pay him, the said William T. Bast the balance of seventy (\$70) Dollars due on the contract between your orator and him, he would in turn immediately pay the said money so received to Francis Hutchins get his deed from said Hutchins and then immediately execute his contract with your orator and everything would be settled.

VII That shortly thereafter your orator, William T. Bast and one of the defendants and Francis Hutchins met in the office of George B. Woelfel and talked over the entire transaction as heretofore set out and it was then that the said Hutchins said he would not transfer the said strip of land unto William T. Bast until the full purchase price of his contract with Bast had been received and thereupon William T. Bast one of the defendants requested your orator to pay him the balance of the money due on the contract between them in order that he might transfer the same to Hutchins and then he, William Bast would make the conveyance to your orator for otherwise said William Bast, defendant contended he would be unable to go

on with the contract with your orator.

Vlll That at that time William T. Bast one of the defendants did draw for your orator a sketch of the part of the lot of ground he was to convey unto your orator and did further sign a receipt for the payment in full of the same, the original of which is filed herewith as Plaintiff's Exhibit "B"

LX That before payment of the balance of seventy (70) Dollars as was requested in this Bill under paragraph seven hereof it was suggested by George B. Woelfel, attorney that in as much as Christine Bast, wife of William T. Bast both defendants in this case had not signed the contract of sale and moreover in view of the fact that the money paid by your orator was to be immediately transferred to Francis Hutchins that it would be advisable for Hutchins to make the deed directly to Wolf, but William Bast again requested that this be not done because his contract with your orator was for the conveyance of only a part of a lot of ground and since he William Bast had already gotten Winson G. Gott, an attorney to prepare the deed to him from Hutchins conveying the whole tract and that under those circumstances the description in the deed already prepared by Attorney Gott would be wrong, and that deed could not be used and it would only be an additional expense upon him to have attorney Gott prepare another deed and not being a rich man he would like to save this expense and moreover William Bast then instructed attorney Woelfel to prepare a deed conveying the part of a lot of ground as agreed upon from himself and wife to Erich Wolf, your orator and that he the said William Bast would be in the office the following day with his wife to execute said deed, as he was sure his wife would do as he told her and the only reason she was not present then was because of the rain and bad weather.

X That immediately after receiving the money from your orator and transferring the same to Francis Hutchins, the said William T. Bast had a deed for the property executed by Hutchins to himself and his wife as tenants by the entirety and the following day had the same recorded.

Xl That the said William T. Bast failed to return to the office of George B. Woelfel attorney an execute the deed to your orator within a reasonable time and after making several promises so\_do\_and still failing, finally told your orator and his attorney that the property belonged to him and his wife and that she has refused to sign any deed to Wolf and further that in as much as she had not signed the contract no Court in the world could make her sign so said his attorney and hence if your orator, his attorney or anyone else thought the property could be gotten through legal proceedings then try and get it.

To the end therefore:

(1) That the deed from the said Francis Hutchins to William T. Bast and Christine Bast, his wife dated the 13th, day of October 1926 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 37 folio 209, of the said real estate may be declared to be void as to that portion which should have been transferred to your orator

(2) That William Bast and Christine Bast be declared Trustees for your orator as to that portion of land which William Bast agreed to sell your orator and that the said Trustees be made to transfer that portion of land unto your orator

(3) May your orator have such other and further relief as his case may require."

To this Bill of Complaint, the Defendants, although duly summoned, failed to appear

and answer, and a decree, pro confesso, was taken against them on the 20th day of August, 1927, and the Plaintiff's testimony was duly taken.

It will not be necessary to set out the testimony in this opinion, as it is not contradicted, and fairly supports the allegations of the Bill of Complaint. In such cases as this, equity raises a constructive trust to give relief to the plaintiffs where they are entitled to relief.

26 R. C. L., paragraph 78, page 1232, says:

"Constructive trusts are such as are raised by equity in respect of property which has been acquired by a fraud, or where, although acquired originally without fraud, it is against equity that it should be retained by him who holds it."

They arise purely by construction of equity, independently of any actual or presumed intention of the parties to create a trust, and are generally thrust on the Trustee for the purpose of working out the remedy. The trusts are not what are known as technical trusts, and the ground of relief in such cases is, strictly speaking, fraud, and not trust. Equity declares the trust in order that it may lay its hand on the thing and wrest it from the possession of the wrong-doers. Constructive trusts may be divided into three classes: First, trusts that arise from actual fraud; Second, trusts that arise from constructive fraud; Third, trusts that arise from some equitable principle, independent of the existence of any fraud. It would be unheard of for a Court of Equity to hold the Plaintiffs money which has been duly paid to the defendant, William T. Bast, and at the same time, hold the property he paid for.

Therefore, the Court is compelled to declare that William T. Bast and Christine Bast, his wife, hold the lot of land, mentioned in the Bill of Complaint, in trust for Erich Wolf, the Defendant. It may be true that Christine Bast did not enter into the negotiations set out in the Bill for the sale of the lot mentioned; it may be also true that she signed no agreement to sell any lot to Erich Wolf, but the lot sold was not land of which her husband, William T. Bast, was ever seized, and, therefore, she had no dower interest in the same; and in order that any question may be avoided in the future as to the title of the lot, the Court will decree that the Plaintiffs, William T. Bast and Christine Bast, his wife, by a good and sufficient deed, shall convey to the plaintiff the lot of land mentioned in the Bill of Complaint, when such deed is prepared by the Solicitor for the Plaintiff.

Robert Moss, A. J.

On this 26th day of May, 1928, it is Ordered and Decreed by the Circuit Court for Anne Arundel County, in Equity, that William T. Bast and Christine Bast, his wife, by a good and sufficient deed, convey, in fee, to Erich Wolf, his heirs and assigns the lot of land situate near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, and described as follows:-

"All that lot of ground situated on the southeast side of Boucher Street, near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, designated and being a part of Lot No. 42 on a plat and survey of the subdivision of Francis D. Hutchins property, made by J. Carson Bousch, County Surveyor, October 21, 1918, which said Plat is intended to be filed in Plat Book No. 1 of Anne Arundel County, and described as follows;

BEGINNING for the same at a point on the southeast side of said Boucher Street 280

feet from the south intersection of said Boucher and Adams Streets,- said point of beginning also being the division line of Lot No. 42 and Lot No. 43 as shown on said Plat,- and running from thence with said division line southeasterly, 181.5 feet to the division line ----- of Lot No. 25; - thence with said division line and at right angles to the last mentioned line, in a northeasterly direction 20 feet; - thence in a northwesterly direction and running parallel with the division line of Lots 42 and 43 a distance of 181.5 feet to the southeast side of Boucher Street; - thence with the same in a southwesterly direction 40 feet to the point of beginning."

Witnin twenty days from the date of this decree, provided solicitor for the Plaintiff has tendered Them said deed for their signatures within ten days from the date of this decree, the defendant to pay the costs of these proceedings.

Robert Moss A. J.

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|                                              |   |                          |
|----------------------------------------------|---|--------------------------|
| In the Matter of the Sale of the             | : | No. 6097 Equity          |
| Mortgaged Real Estate of Frederick           | : | In The Circuit Court For |
| Burdette and Gertrude V. Burdette, his Wife. | : | Anne Arundel County.     |

Foreclosure of Mortgage --Filed Aug. 26" 1931.

To The Honorable Frank S. Revell,  
Clerk of the Circuit Court for  
Anne Arundel County:

Mr. Clerk:

Please docket the above entitled cause of action.

Allan Cleaveland

Attorney named in mortgage attached hereto.

Mortgage -- Filed Aug. 26" 1931.

This Purchase Money Mortgage, Made this 18th day of November in the year nineteen hundred and twenty seven between Frederick Burdett and Gertrude V. Burdett, his wife, of Anne Arundel County in the State of Maryland, Mortgagors, and THE PEABODY HEIGHTS BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate, duly incorporated, Mortgagee:

Whereas, the said Frederick Burdett and Gertrude V. Burdett, his wife, being members of said body corporate, have received therefrom an advance of Three Thousand Dollars (\$3,000.00) on thirty (30) shares of its stock, all of which has been applied to the purchase of the lots hereinafter described the execution of this mortgage having been a condition precedent to the granting of said advance

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Frederick Burdett and Gertrude V. Burdett, his wife, do grant, assign and convey unto the said mortgagee, its successors and assigns, all those two lots of ground situate and lying in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same on the northermost side of Audrey Avenue at a point distant two hundred and twenty five feet easterly from Second Avenue running thence easterly binding on the northermost side of Audrey Avenue fifty feet thence by even rectangular depth

northerly one hundred and twenty five feet to a ten foot alley there with the use of said alley in common, said description being intended to be and comprise Lots Nos. 115 and 114 as shown on the plat of Brooklyn Heights, Sec. C, said plat being recorded in Anne Arundel County in Section 3, Folio 174.

BEING the same two lots of ground which by deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was conveyed by M. Teresa Krantz and M. Walter Krantz, her husband, to the said Frederick Burdett and Gertrude V. Burdett, his wife, as tenants by the entireties.

Together with the improvements thereon, and all the privileges and appurtenances thereto belonging.

To Have and To Hold the said lot of ground and premises with the improvements and appurtenances aforesaid, unto the said Mortgagee, the said The Peabody Heights Building & Loan Association of Baltimore City, its successors and assigns, forever in fee simple.

Provided, that if the said mortgagors their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void. And the said Mortgagors covenant that in the event of the sale or transfer of this property to any grantee or bargainer before this Mortgage shall have been fully paid off, then the whole Mortgage debt hereby secured shall become immed-\_\_\_\_\_ due and payable, and said transfer or sale shall be deemed a default in this Mortgage which may be forthwith foreclosed under the power hereinafter granted.

And the said Frederick Burdett and Gertrude V. Burdett, his wife, for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of twenty five cents as dues until the said sum of One Hundred \_\_\_\_\_ shall be repaid; and also to pay weekly at the time and place specified by the mortgagee, the sum of twelve cents as interest and premium the sum of One Hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as One Hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fined and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of Four \_\_\_\_\_ which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors.

And the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of Three Thousand Dollars (\$3,000.00)

shall be repaid.

And it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

And it shall be lawful for the said mortgagee, its successors or assigns, or for Allan Cleaveland its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of fifty dollars to the party making sale and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

And the said mortgagors for themselves heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagors for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

It Is Further Agreed, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

As Witness the hands and seals of the said Mortgagors.

Test:

Gertrude Sullivan

Frederick Burdett (Seal)

Gertrude V. Burdett (Seal)

State of Maryland, Baltimore City To Wit:

I Hereby Certify, that on this 18th day of November in the year nineteen hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared Frederick Burdett and Gertrude V. Burdett, his wife, the Mortgagors named in the foregoing Mortgage, and they severally acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared William J. Gascoyne, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) Gertrude Sullivan  
Notary Public.

Bond -- Filed & Approved this 9th day of Sept. 1931 --Frank S. Revell, Clerk.

Massachusetts Bonding and Insurance Company.

Know All Men by these Presents,

That we Allan Cleaveland as Principal, and Massachusetts Bonding and Insurance Company, a body corporate of the Commonwealth of Massachusetts and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of September, nineteen hundred and 31.

Whereas, by virtue of a power of sale contained in a mortgage from Frederick Burdette and wife to Peabody Heights B. & L. Ass'n. bearing date on or about the 18th day of November nineteen hundred and 27 the said Allan Cleaveland is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Allan Cleaveland is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now the Condition of the above Obligation is such, That if the above bounden Allan Cleaveland do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Allan Cleaveland (Seal)  
(Corporate Seal) Massachusetts Bonding and Insurance Company  
By Benjamin Michaelson  
Attorney-in-Fact.

In The Matter of the Sale of the  
Mortgaged Real Estate of Frederick  
Burdette and Gertrude V. Burdette, his wife

No. 6097 Equity  
In The Circuit Court For  
Anne Arundel County.

Statement of Mortgage Claim -- Filed Sept. 17" 1931.

Statement of mortgage claim of the Peabody Heights Building and Loan Association of Baltimore City, a body corporate, under the mortgage from Frederick Burdette and Gertrude V. Burdette, his wife, to the Peabody Heights Building and Loan Association of Baltimore City, dated November 18, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 26, Folio 10 &c.

|                                                        |              |
|--------------------------------------------------------|--------------|
| Balance due on mortgage debt as of Sept. 15, 1931      | \$2,333.29   |
| To 13 weeks interest at \$2.88 per week to Sept. 15/31 | <u>37.44</u> |
|                                                        | \$2,370.73   |

Balance bears interest at the rate of \$2.88 per week until settlement.

State of Maryland, City of Baltimore, to-wit:

I Hereby Certify, That on this 16th day of September, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William S. Short, Treasurer of the Peabody Heights Building and Loan Association of Baltimore City and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

(Notarial Seal)

H. Elmer Singewald  
Notary Public.

In The Matter of the Sale of the  
Mortgaged Real Estate of Frederick  
Burdette and Gertrude V. Burdette, his wife

No. 6097 Equity  
In The Circuit Court For  
Anne Arundel County.

Report of Sale -- Filed Oct. 3" 1931    Order Dec. 21- 31

To the Honorable The Judge of the  
Circuit Court For Anne Arundel County:

The report of Allan Cleaveland, Attorney named in a mortgage from Frederick Burdette and Gertrude V. Burdette, his wife, dated November 18, 1927, and duly recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 26, Folio 10 &c, to make sale of certain real estate therein mentioned, after default in the covenants of said mortgage, respectfully shows:

That, after giving bond with security for the faithful performance of his trust; and, after having complied with all the other prerequisites, as required by law, and the said power contained in said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Capital-Gazette Press, published in the city of Annapolis, Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend on the premises, to wit: Audrey Avenue, near Second Avenue, in Anne Arundel County aforesaid, on the 25th day of September, in the year 1931, at three o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

The said Attorney, Allan Cleaveland, offered at public sale to the highest bidder, the property mentioned in the above mentioned mortgage conferring the power as aforesaid upon him, said property being situated in Anne Arundel County and described as follows:



All that lot of ground situate in the Fifth Election District of Anne Arundel County located on the north side of Audrey Avenue two hundred and twenty-five feet easterly from Second Avenue with a frontage of fifty feet easterly on Audrey Avenue with an even depth northerly of one hundred and twenty-five feet, being Lots Nos. 114 and 115 of Section C of "Brooklyn Heights".

And the said Attorney, Allan Cleaveland, sold the above mentioned property to Lambert J. Eichner, Agent, for the sum of Twenty-two Hundred and Fifty (\$2250.00) Dollars, he being at that sum the highest bidder thereof, the terms of said sale being cash upon the ratification of the sale by the Circuit Court for Anne Arundel County.

Respectfully submitted.

Allan Cleaveland

Attorney named in Mortgage.

State of Maryland, Baltimore City, to-wit:

I Hereby Certify, that on this 2nd day of October, in the year 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of baltimore aforesaid, personally appeared Allan Cleaveland, Attorney named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief; and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Grace L. Maloney  
Notary Public.

ORDER NISI

Ordered, this 3rd., day of October, 1931, That the sale of the property mentioned in these proceedings made and reported by Allan Cleaveland, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of November next.

The report states that the amount of sales to be \$2250.00

Frank S. Revell, Clerk.

Certificate of Publication

Annapolis, Md., Nov. 30, 1931

We hereby certify, that the annexed Order Nisi - Sale - Burdette #6097 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 5th day of November, 1931. The first insertion being made the 8th day of October, 1931.

The Capital-Gazette Press, Inc.

By H. L. Strange

Ordered By The Court, This Dec. 21st day of 1931, 19 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and

such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

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Maoma A. Burkhardt

vs.

Seth H. Linthicum et al.

No. 7747 Equity

In The Circuit Court For

Anne Arundel County

Certified Copies from Circuit Court of Baltimore City --Filed Jany. 9" 1942.

For Previous Proceedings see J. H. H. No. 52, folio 116 to 124 inclusive

Report of Sale -- Filed 23" September 1941 In The Circuit Court of Baltimore City.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

*Euf* That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the twenty-second day of September, 1941, with Henry H. Smith and Elsie L. Smith, his wife, as tenants by the entireties, to sell them the property situate in Anne Arundel County, State of Maryland, being all that lot of ground fronting fifty (50) feet on the westernmost side of Lake Front Road with an even depth westerly of one hundred and fifty (150) feet, and being the lot designated as Lot No. 227 on the plat of the "Resubdivision of Lots Nos. Eleven (11) to Thirty-One (31) (both inclusive) and Addition to Plat No. Three (3) of Linthicum Heights, which plat is recorded in Plat Book W.N.W. No. 2, folio 61 and now re-recorded in Plat Cabinet No. 1 Rod "H", Plat No. 16, said lot being improved by a stucco bungalow, subject to the payment of an annual ground rent of Seventy-Five Dollars (\$75.00) payable 9th June and December, at and for the price of Two Thousand Eight Hundred Five Dollars (\$2,805.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges (water only) and other fixed expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid for by the vendors, the expense of execution of the deed, documentary stamps, recording etc. to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound etc.

Guy B. Brown

Thos. F. Cadwalader

Solicitors for Trustees.

Howard C. Wilcox

Trustee

H. Vernon Eney

Trustee

State of Maryland, City of Baltimore, ss:

On this 22nd day of September, 1941, before me, the subscriber, a Notary Public of the

State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(SEAL)

Mildred R. DeRusha

(PLACE)

Notary Public

Maoma A. Burkhardt, et al

In The Circuit Court

vs.

of Baltimore City

Seth H. Linthicum, et al

Ordered By The Court, This 25th day of October, 1941, that the private sale made and reported by the Trustees, Howard C. Wilcox and H. Vernon Eney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Edwin T. Dickerson

REPORT OF SALE --- Filed 26" September 1941

Maoma A. Burkhardt, et al

In The Circuit Court of

vs.

Baltimore City

Seth H. Linthicum, et al

To the Honorable, The Judge of Said Court:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the twenty-fourth day of September, 1941, with William B. Scrimger and Hazel M. Scrimger, his wife, (as tenants by the entireties) of Anne Arundel County, State of Maryland, to sell them the property situate in Anne Arundel County, State of Maryland, being all that lot of ground fronting sixty (60) feet on the northwest side of Patapsco Road with a depth northwesterly of one hundred and twenty-five (125) feet and being parts of Lots Nos. 60-61 and 62 on Plat No. 3 of Linthicum Heights recorded in Plat Cabinet No. 2, Rod D-8, Plat 337, the improvements thereon being a stucco on frame bungalow, subject to the payment of an annual ground rent of Sixty-six Dollars (\$66.00) payable in semi-annual installments on the first days of May and November in each year, at and for the price of Eighteen Hundred and Eighty-seven Dollars (\$1887.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other <sup>fixed</sup> expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes

the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid by the vendors, documentary stamps, recording and notarial charges to be borne by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound, etc.

Thos. F. Cadwalader

Howard C. Wilcox

Trustee

Guy B. Brown

H. Vernon Eney

Solicitors for Trustees.

Trustee

State of Maryland, City of Baltimore, ss:

On this 25th day of September, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Wintess my hand and Notarial Seal.

(SEAL)

Joseph F. Fisher

(PLACE)

Notary Public.

Maoma A. Burkhart, et al

In The Circuit Court of

vs.

Baltimore City

Seth H. Linthicum, et al

Ordered By The Court, This 28th day of October, 1941, that the private sale made and reported by the Trustees on September 26, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. Abner Sayler

Report of Sale ---Filed 15" October 1941

Maoma A. Burkhart, et al

In The Circuit Court of

vs.

Baltimore City

Seth H. Linthicum, et al

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the sixth day of October, 1941, with the Admiral

Laundry, Inc., a body corporate of the State of Maryland, to sell to it the property situate in Anne Arundel County, State of Maryland, being all that lot of ground lying on the southerly side of a twenty (20) foot road running from the Old Annapolis Road to Lake Front Road (all as shown on Plat entitled "Plat of Re-sub-division of Lots Nos. 11 to 31 (both inclusive) and Addition to Plat No. 3 of Linthicum Heights" now recorded in Plat Cabinet No. 1, Rod "H", Plat No. 16), and said lot fronting on the southerly side of said twenty (20) foot road about fifty-five (55) feet, more or less, with an irregular depth southerly averaging about fifty-eight (58) feet, more or less, and improved by a one story concrete block building, formerly used as a garage, together with a right of way for ingress and egress to and from the rear of said property, across other property belonging to the Estate of J. Charles Linthicum, (a description of said lot by metes and bounds, courses and distances and the location of said right of way to be according to survey, plat and description to be made by J. Spence Howard, Surveyor), in fee simple, at and for the price of Three Thousand and Sixty Dollars (\$3,060.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the Vendors agree to replace broken glass in windows or to make reasonable allowance therefor before or at time of settlement, and that taxes, Anne Arundel County Sanitary Commission charges and other fixed expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy and of the survey mentioned in the contract to be paid by the Vendors, recording and notarial charges to be borne by the vendees.

That the aforesaid property is subject, with other contiguous property to a mortgage on which there is now due a balance of Four Thousand Five Hundred Dollars (\$4,500.00) due to Roberta A. Myers Barnes, deceased, of whom Winfred H. Barnes is administrator; that the other property contiguous to that hereinabove mentioned on which the said mortgage is a lien, was by certain proceedings had in another cause depending in this Court allotted and set apart to Helen A. Linthicum, widow of J. Charles Linthicum, deceased, for life, as a part of her dower in his real estate, subject, however, to her assumption of the liability for the payment of the entire interest on said mortgage during her lifetime; that your said Trustees have negotiated with the said Winfred H. Barnes, Administrator as aforesaid, and with the said Helen A. Linthicum, and have obtained from them agreements as follows, that is to say on the part of the said Barnes, as Administrator, to release the lot of ground heretofore described from the lien of said mortgage upon payment to him out of the proceeds of this sale of the sum of One Thousand Dollars (\$1,000.00), and on the part of the said Helen A. Linthicum that notwithstanding such payment she would continue to pay the interest on the sum of Four Thousand Five Hundred Dollars (\$4,500.00) of which interest she would pay thirty-five forty-fifths ( $35/45$ ths) to the said Winfred H. Barnes, Administrator, and his assigns, and ten forty-fifths ( $10/45$ ths) to the Receivers of the Estate of J. Charles Linthicum hereinbefore appointed, and to such persons as upon termination of said receivership may be legally entitled thereto, during the lifetime of the said Helen A. Linthicum.

That the said Trustees file herewith the aforesaid agreement of sale and pray that the

same may be ratified subject to the performance by said Winfred H. Barnes, Administrator, and said Helen A. Linthicum of their agreements as hereinbefore recited.

And as in duty bound etc.

Thos. F. Caswalader

Howard C. Wilcox

Guy B. Brown

H. Vernon Eney

Solicitors for Trustees.

Trustees

State of Maryland, City of Baltimore, ss:

On this 9th day of October, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(SEAL) Mildred R. DeRusha

(PLACE) Notary Public.

Maoma A. Burkhart, et al

In The Circuit Court of

vs.

Baltimore City.

Seth H. Linthicum, et al

Ordered By The Court, This 17th day of November, 1941, that the private sale made and reported by the Trustee, on October 15th, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed ----- the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. Abner Sayler

REPORT OF SALE -- Filed 28" October 1941

MAOMA A. BURKHART, ET AL.

IN THE CIRCUIT COURT OF

VS.

BALTIMORE CITY

SETH H. LINTHICUM, ET AL

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Howard C. Wilcox and H. Vernon Eney, Trustees under decree in this cause to make sale of certain real and leasehold estate, respectfully shows:

That having duly qualified under said decree by giving approved bond, and having received an offer made to them for the purchase at private sale of one of the properties mentioned in these proceedings and in said decree, which under the terms thereof the said Trustees are authorized to report to the Court for its action, the said Trustees do hereby report that they have made an agreement dated the twenty-seventh day of October, 1941, with Magnus Johansen and Annie Johansen, his wife, of Anne Arundel County, State of Maryland, to sell them the property situate in Anne Arundel County, State of Maryland, described as follows:

BEGINNING for the same on the westernmost side of Hampton Road five hundred and



twenty-eight feet (528') more or less, southerly from the southwesternmost corner of Hampton and Nursery Roads, said place of Beginning being at a point where a line drawn parallel with and ten feet northerly from the north wall of the house on the lot now being described intersects said westernmost side of Hampton Road, and running thence southerly along the westernmost side of Hampton Road fifty feet; thence westerly at right angles with Hampton Road two hundred thirty-three feet (233'), more or less, to the western outline of Plat No. 3 of Linthicum Heights; thence northerly along said outline fifty feet (50'), more or less, to intersect said line drawn parallel to and ten feet (10') north of the north wall of the house on this lot, and thence easterly along said line two hundred twenty-eight feet (228'), more or less, to the place of beginning. Being a part of Lot No. 145 on Plat No. 3 of Linthicum Heights now recorded in Plat Cabinet No. 2, Rod D-8, Plat No. 337, and being the 8th lot described in Lease recorded in Liber F.A.M. No. 162, folio 420 etc., the improvements thereon being a two story shingled cottage and garage, subject to the payment of an annual ground rent of Sixty-six dollars (\$66.00) payable in semi-annual installments on the first days of May and November in each year, at and for the price of Nineteen Hundred and Eighty-Nine Dollars (\$1989.00) of which One Hundred Dollars (\$100.00) have been paid on account and the balance is to be paid in cash on ratification of said sale by this Honorable Court, the contract providing that the taxes, ground rent, Anne Arundel County Sanitary Commission charges and other fixed expenses be paid or allowed for by the vendors to date of transfer, and further that the above consideration includes the cost of a title policy to be issued by the Maryland Title Guarantee Company guaranteeing the title to the vendees, the cost of which policy is to be paid by the vendors, all other expenses to be paid by the vendees.

The said Trustees file herewith the aforesaid agreement of sale and pray that the same be ratified.

And as in duty bound, etc.

Guy B. Brown

Howard C. Wilcox

Thos. F. Cadwalader

H. Vernon Eney

Solicitors for Trustees.

Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

On this 27th day of October, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

(SEAL)

Mildred R. DeRusha

(PLACE)

Notary Public

Maoma A. Burkhardt, et al

In the Circuit Court

vs.

of

Seth H. Linthicum, et al

Baltimore City

Ordered By The Court, This 29th day of November, 1941, that the private sale made and

reported by the Trustees, on October 28th, 1941 aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Edwin T. Dickerson.

PETITION --- Filed 7<sup>th</sup> November 1941

MAOMA A. BURKHART, ET AL

IN THE CIRCUIT COURT

VS.

OF

SETH H. LINTHICUM, ET AL

BALTIMORE CITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, Howard C. Wilcox and H. Vernon Eney, Trustees appointed by decree passed in this cause on September 8, 1938, respectfully show:

1. That by the Auditor's report heretofore filed and duly ratified in this cause there is due to the several legatees under the will of J. Charles Linthicum, deceased, interest on their several legacies as shown in said report in the gross amount of Ten Thousand Eight Hundred Ninety-Nine Dollars and two cents.

2. That the principal of all of said legacies has been fully paid, but said legatees have not received any payments on account of the interest so found to be due.

3. That your Petitioners have in hand approximately Thirteen Thousand Dollars (\$13,000.00) and have in addition the prospect of obtaining about Three Thousand Eight Hundred Dollars (\$3,800.00) more at the settlement for two pieces of property, which sales have already been reported to this Court but not yet ratified.

4. That your Petitioners believe and aver that they have in their hands sufficient funds to justify the payment at this time of one half the interest due the several legatees, and therefore suggest that they be authorized to make a distribution, thereby reserving the balance to pay at the time of ratification of the final audit in this cause.

Your Petitioners therefore pray that this Court may authorize them to pay to the several legatees one-half of the interest shown to be due them in the Auditor's report hereinbefore filed and ratified.

And as in duty bound etc.

Thos. F. Cadwalader

Howard C. Wilcox

Guy B. Brown

H. Vernon Eney

Solicitors for Trustees.

Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 7th day of November, 1941, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard C. Wilcox, one of the above named trustees, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein set forth.

(SEAL)

Alan H. Murrell

(PLACE)

Notary Public.

ORDER OF COURT

Upon the foregoing Petition and Affidavit it is by the Circuit Court of Baltimore City on this 7th day of November, 1941, Ordered that Howard C. Wilcox and H. Vernon Eney, Trustees, be and they are hereby authorized to pay to the several legatees of J. Charles Linthicum, deceased, at this time one half of the several amounts of interest on their respective legacies as set forth in the Auditor's report hereinbefore filed and ratified.

J. Abner Sayler

State of Maryland, City of Baltimore, ss:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Report of Sale (23" Sept. 1941) and Final Order of Ratification thereon, Report of Sale (26" Sept. 1941) and Final Order of Ratification thereon, Report of Sale (15" Oct. 1941) and Final Order of Ratification thereon, Report of Sale (28" Oct. 1941) and Final Order of Ratification thereon, Petition of Trustees (7" Nov. 1941) and Order of Court thereon.

now on file in this office in the cause therein entitled Maoma A. Burkhardt, et al vs. Seth H. Linthicum, et al

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 8th day of January A. D., 1942

*For further proceedings see  
J.H.H. No. 37, Folio 79 etc.*

(COURT SEAL)

Chas. R. Whiteford, Clerk

|                                            |   |                            |
|--------------------------------------------|---|----------------------------|
| Zofia Bizon et al                          | : | No. 7658 Equity            |
| vs.                                        | : | In The Circuit Court of    |
| First Polish American Building Association | : | Anne Arundel County        |
| "Sobieski" a corporation                   | : | In The Circuit Court No. 2 |
|                                            |   | of Baltimore City.         |

Copy No. 19787-A -- Filed February 17th 1941 Order Nisi 27th November, 1940  
Final Order 30th December, 1940

Certified Copy of Petition for Authority to make private sale by Paul R. Hassencamp and Paul M. Higinbothom, Receivers for First Polish-American Building Association, "Sobieski", of fee simple property at 4th and Nevada Ave. - Odenton - Anne Arundel County, to Clarence B. King and Alma M. King, his wife for \$1300.00 and Order of Court thereon.

FOR PREVIOUS PROCEEDINGS SEE J.H.H. NO. 49, FOLIO 396 to 424 INCLUSIVE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is the fee simple property located at 4th and Nevada Avenue, Town of Odenton, Anne Arundel County, Maryland, title to which is vested in your petitioners by virtue of foreclosure, said property having been bought in for the benefit of this estate at public auction for \$1500.00.

2. That said property was appraised by William E. Ferguson, a real estate expert, at

\$2200.00 about four years ago, but said property is not now worth said sum, and is of the character of property not readily saleable.

That on March 11th, 1940, your Petitioners entered into a contract for the sale of said property at Private Sale unto Clarence B. King and Alma M. King, his wife, for \$1300.00 with a deposit of \$100.00, and the sum of \$20.00 a month to be paid on account thereafter, the whole of the balance due to be paid in full by December 16, 1940; taxes and other expenses to be adjusted to March 11th, 1940, the purchasers assuming and covenanting to pay all public charges of whatsoever character assessed against said property after March 11th, 1940. That by the deposit and monthly payments said purchasers have paid \$140.00, leaving balance of \$1160.00, which they are prepared to pay at this time.

3. Your Petitioners believe said sum of \$1300.00 to be a good price for said property, more then could be obtained by a public sale, considering the expense of the same, and they respectfully pray this Court to pass an order herein authorizing them to complete said sale upon the terms and conditions above mentioned, and ratifying and confirming said contract, so that upon payment of the balance due as adjusted said purchasers will be entitled to a Deed for said property.

4. Said property is described as follows:

BEGINNING for the same in the centre line of Nevada Street, at a point distant one hundred and four and thirty-five one-hundredths feet northerly from the intersection of Fourth Avenue and Nevada Street, and running thence westerly parallel with Nevada Street two hundred and eight and seventy-one one-hundredths feet to the easternmost line of Lot No. 50; thence northerly parallel with Nevada Street one hundred and four and thirty-five one-hundredths feet; thence easterly parallel with Fourth Avenue along the southernmost line of Lot No. 83, two hundred and eight and seventy-one one-hundredths feet to the centre line of Nevada Street; thence southerly along the centre line of Nevada Street, one hundred and four and thirty-five one-hundredths feet to the place of beginning. Being the northernmost half of Lot No. 49, as laid down on Baldwin's Plat of Odenton, recorded among the Land Records of Anne Arundel County in Liber S. H. No. 34, fol. 604, etc.

5. Your petitioners attach hereto as part hereof a certification by two real estate experts as to the value of said property and the reasonableness of said contract.

Wherefore your Petitioners pray that an order may be passed herein authorizing such sale and ratifying said contract.

And as in duty, etc.

Leonard L. Ward

Counsel for Receivers.

Paul M. Hassencamp

Paul R. Higinbothom

Receivers.

Sworn to before me this 27 day of November, 1940, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(SEAL)

Gordon S. Duvall

Notary Public.

We, the undersigned, real estate dealers in the City of Baltimore and Anne Arundel County, hereby certify that we have examined the property mentioned in this petition, and certify that the sum of \$1300.00 in our opinion, is all the same is reasonably worth, and such offer and contract is fair and should be ratified and confirmed by this Court.

William E. Ferguson

James S. Gosnell

Upon the foregoing petition and certification, it is this 27th day of November, 1940, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein of the Defendant corporation, be and they are hereby authorized to conclude the sale of the fee simple property located at 4th and Nevada Avenue (or Street), in the Town of Odenton, Anne Arundel County, Maryland, to Clarence B. King and Alma M. King, his wife, for \$1300.00, in accordance with the contract of sale between said parties and said Receivers dated March 11th, 1940, said purchasers to be given credit for the deposit of \$100.00, and also for monthly payments made by them, totaling in all \$140.00, taxes and other fixed charges and liens to be adjusted as of March 11th, 1940, and upon payment in full of the balance now due as adjusted said Receivers shall deliver a good and sufficient deed of said property to said purchasers; said purchasers having assumed to pay all taxes and other fixed charges accruing and assessed after March 11th, 1940, the contract above referred to being hereby ratified and confirmed by this Court; and said Receivers shall report said sale to this Court for ratification.

Joseph N. Ulman, Judge.

CERTIFIED COPY OF REPORT FOR AUTHORITY TO MAKE PRIVATE SALE BY PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS FOR FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI", OF FEE SIMPLE PROPERTY AT 4th AND NEVADA AVE. - ODENTON - ANNE ARUNDEL COUNTY, TO CLARENCE B. KING AND ALMA M. KING, HIS WIFE FOR \$1300.00 AND ORDER OF COURT THEREON.

Zofia Bizon, et al

vs.

First Polish-American Building Association

"Sobieski", a Corporation

TO THE HONORABLE, THE JUDGE OF SAID COURT:

In The Circuit Court

No. 2, of

Baltimore City.

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated November 27th, 1940, your Receivers report they have sold at Private Sale unto Clarence B. King and Alma M. King, his wife, the fee simple property known as being located at 4th and Nevada Avenue, in the Town of Odenton, Anne Arundel County, Maryland, for \$1300.00, with a deposit of \$100.00, which together with certain payments which have been paid upon said purchase price in amount of \$140.00, leaving balance of \$1160.00 still due, taxes and other liens or charges to be adjusted as of March 11th, 1940, said purchasers having assumed to pay all taxes and other fixed charges and liens accruing after that date, the balance of said purchase price as adjusted to be paid upon ratification of this sale.

2. Said property is described as follows:

BEGINNING for the same in the centre line of Nevada Street, at a point distant one hun-

dred and four and thirty-five one-hundredths feet northerly from the intersection of Fourth Avenue and Nevada Street, and running thence westerly parallel with Nevada Street two hundred and eight and seventy-one one-hundredths feet to the easternmost line of Lot No. 50; thence northerly parallel with Nevada Street one hundred and four and thirty-five one-hundredths feet; thence easterly parallel with Fourth Avenue along the southernmost line of Lot No. 83, two hundred and eight and seventy-one one-hundredths feet to the centre line of Nevada Street; thence southerly along the centre line of Nevada Street, one hundred and four and thirty-five one-hundredths feet to the place of beginning. Being the northernmost half of Lot No. 49, as laid down on Baldwin's Plat of Odenton, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, fol. 604, etc.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

And as in duty, etc.

Leonard L. Ward  
Counsel for Receivers.

Paul M. Hassencamp  
Paul R. Higinbothom  
Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 27th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski", a corporation; and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Seal)

Gordon S. Duvall  
Notary Public.

Zofia Bizon et al  
vs.

First Polish American Building  
Association "Sobieski" a corporation

In The Circuit Court No. 2  
of Baltimore City  
November Term, 1940

Ordered, That the Private sale of the property mentioned in these proceedings, made to Clarence B. King and Alma M. King, his wife and reported by Paul R. Hassencamp and Paul R. Higinbothom, Receivers be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of December, 1940; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 21st day of December, 1940

The report states the amount of Private sale to be \$1300.00

Publisher's Certificate.

Baltimore December 12, 1940

Joseph N. Ulman

We hereby certify that the annexed advertisement of Order of Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon et al vs. First Polish American B. Assn was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 21st day of December, 1940

First insertion November 28th, 1940

THE DAILY RECORD

Per Arthur M. Stevenson 3rd.

State of Maryland, City of Baltimore, ss:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition, filed 27th November 1940, Receivers' Report of Private Sale, filed 27th November 1940.

Order of Nisi, signed the 27th November 1940, Certificate of Publication filed 30th December 1940, Final Order of Ratification, signed 3rd December 1940, now on file in this office in the cause therein entitled Zofia Bizon, et al. vs. First Polish American Building Association "Sobieski" a corporation

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 14th day of February A. D. 1941.

(COURT SEAL)

Charles A. McNabb, Clerk.

Filed Feb. 17th 1941

ZOFIA BIZON ET AL

No. 7658 Equity

VS.

IN THE CIRCUIT COURT FOR

FIRST POLISH AMERICAN BUILDING

ANNE ARUNDEL COUNTY.

ASSOCIATION "SOBIESKI", A CORPORATION

IN THE CIRCUIT COURT NO. 2,  
OF BALTIMORE CITY.

No. 19787 - A --Filed Sept. 17th. 1941.

Order Nisi 30th July 1941  
Final Order 2nd Sept., 1941

CERTIFIED COPY OF PETITION OF PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS OF FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI," TO MAKE PRIVATE SALE OF FEE SIMPLE LOTS NOS. 465, 466, and 467, SEC. C, FERNDAL FARM, ANNE ARUNDEL COUNTY, TO ALTON L. WILLIS AND MILDRED L. WILLIS, HIS WIFE, FOR \$2500.00, AND ORDER OF COURT THEREON.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee simple lots of ground known as Lots Nos. 465, 466 and 467, Section C. Ferndale Farms, Anne Arundel County, Maryland, title to which is vested in said Receivers by virtue of foreclosure of mortgage, said property having been bought in by this estate for \$1500.00.

2. Said lots were appraised in this estate at \$2500.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners have procured an offer for said lots at Private Sale from Alton L. Willis and Mildred L. Willis, his wife, of \$2500.00, with a deposit of \$300.00 taxes and other charges to be adjusted to date of settlement, settlement to be made within 60 days from July 8th, 1941.

3. Your Petitioners believe said offer should be accepted as the same is the appraised price and \$1000.00 more than the price at which said lots were bought in at public sale for the benefit of this estate, and they are certain they could not dispose of the same more advantageously at public sale.

They request that they be authorized to sell said lots at Private Sale unto Alton L. Willis and Mildred L. Willis, his wife, for \$2500.00 upon the terms and conditions above stated.

4. Said lots are described only as being known and designated as Lots Nos. 465, 466 &

467, Section C, on the new Plan of Ferndale Farms, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 234 &c.

5. No certification is attached hereto as said lots have been sold for the appraised price, and for more than the price at which they were bought in for this estate.

Wherefore they pray that an order may be passed herein authorizing such sale.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers

Sworn to before me this 29th day of July, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

\_\_\_\_\_  
Gordon S. Duvall  
Notary Public.

Upon the foregoing petition, it is this 29th day of July, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be, and they are hereby authorized to sell at Private Sale unto Alton L. Willis and Mildred L. Willis, his wife, the fee simple lots known as Lots Nos. 465, 466 & 467, Section C, Plat of Ferndale Farms, Anne Arundel County, Maryland, for \$2500.00, with a deposit of \$300.00, taxes and other charges to be adjusted to date of settlement, settlement to be made within 60 days from July 8th, 1941; said Receivers to report said sale to this Court for ratification.

Eli Frank, Judge.

CERTIFIED COPY OF REPORT OF SALE MADE BY PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS OF FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI," A CORPORATION, OF FEE SIMPLE LOTS NOS. 465, 466, AND 467, SEC. C. FERNDAL FARM, ANNE ARUNDEL COUNTY, TO ALTON L. WILLIS AND MILDRED L. WILLIS, HIS WIFE, FOR \$2500.00

Zofia Bizon, et al.,

vs.

First Polish-American Building  
Association, "Sobieski," a Corporation

In the Circuit Court No. 2,  
of  
Baltimore City.

To the Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated July 29th, 1941, your Receivers report they have sold at Private Sale unto Alton L. Willis and Mildred L. Willis, his wife, the fee simple lots of ground known as Lots Nos. 465, 466 & 467, Sec. C, Ferndale Farms, Anne Arundel County, Maryland, for \$2500.00, with a deposit of \$300.00, taxes and other charges to be adjusted to date of settlement, settlement to be made within 60 days from July 8th, 1941.

2. Said property is described only as being known and designated as Lots Nos. 465, 466 & 467, in Section C, on the new Plan of Ferndale Farms, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 234 &c.



3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said lots has been procured, and said sale should be ratified by this Court in due course.

Edward L. Ward

Respectfully submitted,

Counsel for Receivers.

Paul R. Hassencamp

Paul M. Higinbothom

Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 29th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

Seal

Gordon S. Duvall

Notary Public.

Zofia Bizon et al

In The Circuit Court No. 2

vs.

of Baltimore City

First Polish American Building

July Term, 1941

Association "Sobieski" a Corporation

Ordered, That the Private sale of the property mentioned in these proceedings, made to Alton L. Willis and Mildred L. Willis, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 23rd day of August, 1941

The report states the amount of Private sale to be \$2500.00

Eli Frank

THE DAILY RECORD

Baltimore, August 14th, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon et al vs. First Pol. Am. B. A. Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 23rd day of August, 1941

First insertion July 31st, 1941

THE DAILY RECORD

Per Bernard A. Murphy, Jr.

Ordered by the Circuit Court No. 2 of Baltimore City, this 2nd day of September, 19\_\_ , That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph N. Ulman

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition, for Authority to make private Sale, signed the 29th day of July 1941, Report of Sale, filed 30th July 1941, Order of Nisi, signed 30th July 1941, Certificate of Publication filed 2nd September 1941, and Final Order of Ratification, signed the 2nd day of September 1941.

now on file in this office in the cause therein entitled Zofia Bizon, et al. vs. First Polish American Bldg. Assoc, "Sobieski" a corporation.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 16th day of September A.D. 1941

Filed Sept. 17" 1941

(COURT SEAL) John S. Clarke, Clerk.

CERTIFIED COPY OF PETITION OF PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS OF FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI," TO MAKE PRIVATE SALE OF FEE SIMPLE LOTS NOS. 468, 469 AND 470, SEC. C. FERNDAL FIELDS, ANNE ARUNDEL COUNTY, TO GEORGE F. FOLD AND FLORENCE M. FOLD, HIS WIFE, FOR \$2500.00, and ORDER OF COURT THEREON.

Zofia Bizon, Et Al.,

Filed Sept. 17" 1941

No. 7658 Equity  
In the Circuit Court for  
Anne Arundel County.

vs.

First Polish-American Building  
Association, "Sobieski," a Corporation

In the Circuit Court No. 2,  
of Baltimore City.

To the Honorable, The Judge of Said Court:

The Petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee simple lots of ground known as Lots Nos. 468, 469 & 470, Section C, Ferndale Farms, Anne Arundel County, Maryland, title to which is vested in said Receivers by virtue of foreclosure of mortgage, said property having been bought in by this estate for \$1500.00.

2. Said lots were appraised in this estate at \$2500.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners have procured an offer for said lots at Private Sale from George F. Fold and Florence M. Fold, his wife, of \$2500.00, with a deposit of \$200.00, taxes, and other charges to be adjusted to date of settlement, settlement to be made within 60 days from July 15th, 1941.

3. Your Petitioners believe said offer should be accepted as the same is the appraised price and \$1000.00 more than the price at which said lots were bought in at public sale for the benefit of this estate, and they are certain they could not dispose of the same more advantageously at public sale.

They request that they be authorized to sell said lots at Private Sale unto George F. Fold and Florence M. Fold, his wife, for \$2500.00 upon the terms and conditions above stated.

4. Said lots are described only as being known and designated as Lots Nos. 468, 469 & 470, in Section C, on the new Plan of Ferndale Farms, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 234 &c.

5. No certification is attached hereto as said lots have been sold for the appraised price, and for more than the price at which they were bought in for this estate.

Wherefore they pray that an order may be passed herein authorizing such sale.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 29th day of July, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

Gordon S. Duvall,  
Notary Public.

Upon the foregoing petition, it is this 29th day of July, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be, and they are hereby authorized to sell at Private Sale unto George F. Fold, and Florence M. Fold, his wife, the fee simple lots known as Lots Nos. 468, 469, & 470, Section C, Plat of Ferndale Farms, Anne Arundel County, Maryland, for \$2500.00, with a deposit of \$200.00, taxes, and other charges to be adjusted to date of settlement, settlement to be made within 60 days from July 15th, 1941; said Receivers to report said sale to this Court for ratification

Eli Frank, Judge.

CERTIFIED COPY OF PRIVATE SALE MADE BY PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS OF FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI," OF FEE SIMPLE LOTS NOS. 468, 469 AND 470, SEC. C, FERNDAL FARM, ANNE ARUNDEL COUNTY, TO GEORGE F. FOLD AND FLORENCE M. FOLD HIS WIFE, FOR \$2500.00.

Zofia Bizon, et al.

vs.

First Polish-American Building

Association, "Sobieski," a Corporation

To The Honorable, the Judge of Said Court:

In The Circuit Court No. 2,

of

Baltimore City.

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated July 29th, 1941, your Receivers report they have sold at Private Sale unto George F. Fold and Florence M. Fold, his wife, the fee simple lots of ground known as Lots Nos. 468, 469 & 470 Sec. C, Ferndale Farms, Anne Arundel County, Maryland, for \$2500.00, with a deposit of \$200.00 taxes and other charges to be adjusted to date of settlement, settlement to be made within 60 days from July 15th, 1941.

2. Said property is described only as being known and designated as Lots Nos. 468, 469 and 470 in Section C, on the new Plan of Ferndale Farms, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 234 &c.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said lots has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 29th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally

appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Gordon S. Duvall  
Notary Public.

Zofia Bizon et al

vs.

First Polish American Building  
Association "Sobieski" a corp.

In The Circuit Court No. 2  
of Baltimore City  
July Term, 1941

Ordered, That the private sale of the property mentioned in these proceedings, made to George F. Fold and Florence M. Fold, his wife, and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 23rd day of August, 1941

The report states the amount of Private Sale to be \$2500.00

Eli Frank

THE DAILY RECORD

Baltimore, August 14th, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Zofia Bizon et al vs. First Pol. AM. B.A. Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 23rd day of August, 1941  
First insertion July 31st, 1941.

The Daily Record

Per Bernard A. Murphy Jr.

Ordered by the Circuit Court No. 2 of Baltimore City, this 2nd day of September, 1941, That the \_\_\_ sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph N. Ulman

State of Maryland, City of Baltimore, ss:

I, Charles A. McNabb, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition, signed 29th July 1941, Receivers Report of Sale, filed 30th July 1941. Order of Nisi signed the 30th July 1941, Certificate of Publication, filed 2 -September 1941, and Final Ratification of Sale, signed the 2nd Sept. 1941.

now on file in this office in the cause therein entitled Zofia Bizon, et. al --vs--First Polish American Bldg. Assn. "Sobieski" a corporation.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 16th day of September A.D. 1941

Filed Sept. 17" 1941

(COURT SEAL)

JOHN S. CLARKE, CLERK

CERTIFIED COPY OF PETITION OF PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS OF FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI," A CORPORATION, FOR AUTHORITY TO MAKE PRIVATE SALE OF FEE SIMPLE LOTS NOS. 30 and 31, FERNDAL HILLTOP, ANNE ARUNDEL COUNTY, TO OLLIE KING AND MARIE KING, HIS WIFE, FOR \$2500.00, AND ORDER OF COURT AUTHORIZING SUCH SALE.

Zofia Bizon, et al.,

In The Circuit Court No. 2,  
of Baltimore City.

vs.

First Polish-American Building

Association, "Sobieski," a Corporation

Filed Oct. 9" 1941

To The Honorable, The Judge Of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee simple lots of ground known as Lots Nos. 30 and 31, on a Plat of Ferndale Hilltop, in Anne Arundel County, State of Maryland, title to which is now vested in said Receivers by virtue of foreclosure of mortgage, said lots having been bought in by this estate for \$1500.00.

2. Said lots and improvements was appraised in this estate at \$2250.00, by Mr. William E. Ferguson, a real estate expert, and your petitioners entered into a contract for sale of said property on December 19, 1940, with Ollie King and Marie King, his wife, for \$2500.00, with a deposit of \$300.00, \$35.00 a month to be paid thereafter, the whole of the balance due upon said purchase price to be paid in full by August 31st, 1941, said purchasers having assumed to pay all taxes and other charges accruing after December 19, 1940.

That by the deposit and monthly payments said purchasers have paid the sum of \$510.00, leaving purchase price with adjustment of taxes and other expenses to be added, and said balance of \$1990.00 due upon the/purchasers are now ready to pay said balance.

3. Said purchase price is \$250.00 more than the appraisal and your Petitioners represent that said price is fair and reasonable, and they believe said contract should be ratified and confirmed by this Court, so that upon ratification of said sale, said Ollie King and Marie King, his wife, will be entitled to a Deed for said property, upon paying the balance of said purchase price with adjustments.

4. Your petitioners have no other description of said property than that given above.

5. No certification is attached as to value of property as said property is being sold for more than both the appraised price and the price at which it was bought in at public auction for the benefit of this estate.

Wherefore they pray that an order may be passed herein authorizing them to conclude said contract of sale upon the terms and conditions herein set forth, ratifying and confirming said contract, and authorizing then to report a Private Sale of the same.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 29 day of August, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

Gordon S. Duvall  
Notary Public.

Upon the foregoing petition, it is this 29 day of August, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to conclude the sale of the fee simple lots known as Lots Nos. 30 and 31, on the Plat of Ferndale Hilltop, Anne Arundel County, Maryland, to Ollie King and Marie King, his wife, for \$2500.00, in accordance with the contract of sale between said parties and said Receivers dated December 19, 1940, said parties having paid on account of said purchase price \$510.00, leaving balance of \$1990.00, taxes and other charges to be adjusted as of December 19, 1940, said purchasers having assumed to pay all taxes and other charges after December 19, 1940; the contract above referred to being hereby ratified and confirmed by this Court; said Receivers to report said sale to this Court for ratification.

J. Abner Sayler, Judge.

CERTIFIED COPY OF REPORT OF PRIVATE SALE MADE BY PAUL R. HASSENCAMP AND PAUL M. HIGINBOTHOM, RECEIVERS OF FIRST POLISH-AMERICAN BUILDING ASSOCIATION, "SOBIESKI," A CORPORATION, OF FEE SIMPLE LOTS NOS. 30 and 31, PLAT OF FERNDAL HILLTOP, ANNE ARUNDEL COUNTY, TO OLLIE KING AND MARIE KING, HIS WIFE, FOR \$2500.00

Zofia Bizon, et al

In The Circuit Court No. 2,

vs.

of

First Polish-American Building

Baltimore City.

Association, "Sobieski," a Corporation

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated August 29th, 1941, your Receivers report they have sold at Private Sale unto Ollie King and Marie King, his wife, the fee simple lots of ground and improvements thereon, known as Lots Nos. 30 and 31, on the Plat of Ferndale Hilltop, Anne Arundel County, Maryland, for \$2500.00, on which purchase price \$510.00 has been paid, leaving a balance of \$1990.00, taxes and other charges to be adjusted as of December 19th, 1940, said purchasers having assumed to pay all taxes and other charges accruing after that date, settlement for said balance to be made upon ratification of this sale.

2. Said property is described only as mentioned above, said Plat being recorded among the Land Records of Anne Arundel County.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 29th day of August, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally

appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(Seal)

Gordon S. Duvall

Notary Public.

Zofia Bizon et al

In The Circuit Court No. 2

vs

of

First Polish American Building

Baltimore City

Association "Sobieski", a Corporation

July Term, 1941

Ordered, That the Private sale of the property mentioned in these proceedings, made to Ollie King and Marie King, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of September, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 20th day of September, 1941

The report states the amount of Private sale to be \$2500.00

J. Abner Sayler

THE DAILY RECORD

Baltimore, September 11, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Zofia Bizon et al vs. First Pol. Am. Bldg. Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 20th day of September, 1941  
First insertion August 28th, 1941

The Daily Record

Per A. W. Ritzel

Ordered by the Circuit Court No. 2 of Baltimore City, this 29th day of September, 1941, That the \_\_\_\_\_ sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition, filed 27th August 1941, Receivers Report of Sale, filed 27th August 1941, Order of Nisi, signed 27th August 1941, Certificate of Publication filed 29th August 1941, and Final Order of Ratification, signed the 29th day of September 1941.

now on file in this office in the cause therein entitled Zofia Bizon, et. al.--vs-- First Polish American Building Association "Sobieski" a Corporation.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 6th day of October A.D. 1941.

Filed 9" Oct. 1941

(COURT SEAL)

John S. Clarke, Clerk.

Certified Copy of Petition of Receivers and Order of Court thereon striking out Ratification of Sale and rescinding and annulling Sale of 20 and 8 acres, Wells Spring Branch, A.A. County, to Michael Pelczar for \$500.00. Filed Dec. 2" 1941.

Zofia Bizon, et al

In The Circuit Court No. 2,  
of Baltimore City

vs.

First Polish-American Building  
Association, "Sobieski," a Corporation

To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are two fee simple lots of ground with improvements, one lot containing 20 acres, more or less, located on the Wells Spring Branch, and the other containing 8 acres, more or less, at the southeast corner of Wells Spring Branch, both in Anne Arundel County, State of Maryland, title to which lots is now vested in said Receivers by virtue of a foreclosure by which said lots were bought in for the benefit of this estate at public auction.

2. That on or about December 20, 1939, your petitioners secured the authority of this Court to make a private sale of said two tracts of land to one Michael Pelczar for \$500.00, and on said date reported said sale to this Court for ratification, and the same was subsequently finally ratified and confirmed on or about January 21st, 1940.

3. That subsequent thereto it was ascertained that a mistake had been made and that the said Michael Pelczar had intended to buy other property from your Receivers but not the above property (which is particularly described by metes and bounds in said report of sale), and your Receivers then returned to said Michael Pelczar his deposit, and cancelled said sale although the same had been finally ratified and confirmed.

4. Your Receivers respectfully represent that they now have another sale for said property and in order to keep the title to the same in proper shape, it is necessary that the final ratification of said sale to Michael Pelczar on January 21, 1940, be stricken out and said sale cancelled and annulled.

Wherefore they pray that a proper order to this effect may be passed herein.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers

Sworn to before me this 14th day of October, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(NOTARY SEAL)

Gordon S. DuVall  
Notary Public.



Upon the foregoing petition and covenant it is this 21st day of October, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that the sale herein reported on December 20th, 1939, by the Receivers herein of two fee simple tracts of land, one lot containing 20 acres, more or less, located on the Wells Spring Branch, and the other containing 8 acres, more or less, at the southeast corner of Wells Spring Branch, both in Anne Arundel County, State of Maryland, unto Michael Pelczar for \$500.00, be and the same is hereby cancelled and annulled, and the final ratification upon said sale dated January 21st, 1940, is hereby stricken out, title to said lots to be and remain in said Receivers in fee simple as though said sale had never been made, the said Michael Pelczar having received a return of his deposit and not having any interest in said lots.

Eli Frank, Judge.

I hereby consent to the passage of the above Order.

Michael Pelczar

Certified Copy of Petition of Receivers for authority to make private Sale of fee simple tracts of 20 and 8 acres, Wells Spring Branch, Anne Arundel County, to Maryan Gozdziwski for \$450.00, and Order of Court thereon.

Zofia Bizon, et al

vs.

First Polish-American Building  
Association, "Sobieski," a Corporation

To The Honorable, The Judge of said Court:

In The Circuit Court No. 2  
of  
Baltimore City.

The petition of Paul R. Hassencamp and Paul M. Higinbotham, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are two fee simple tracts of land located in Anne Arundel County, Maryland, on the Wells Spring Branch near Bendfield, one tract comprising 20 acres, and the other 8 acres, both more or less, title to which are vested in said Receivers by virtue of foreclosure of mortgage, said tracts having been bought in by this estate for \$600.00 for both of said tracts.

2. Said tracts were appraised in this estate at \$1250.00, but said tracts are not worth that sum, and your petitioners have been endeavoring to sell the same for the last four years without success, and they have finally procured an offer for said tracts at Private Sale from Maryan Gozdziwski, of \$450.00, with a deposit of \$50.00, taxes and other charges to be adjusted to date of settlement, settlement to be made within 60 days from September 25th, 1941.

3. Your Petitioners believe said offer should be accepted as they are certain they could not dispose of the same more advantageously, and they request that they be authorized to sell said tracts at Private Sale unto Maryan Gozdziwski, for \$450.00 upon the terms and conditions above stated.

4. Said Tracts are described as follows:

BEGINNING for the first at a point in the Well\_Spring Branch, at the end of the 7th line of the Land described in a Deed from David J. Wigley and wife to Charles L. Wigley, thence running with said 7th line reversely south 18 degrees east 46.1 perches to a stake, thence south 74 3/4 degrees, east 74 1/2 perches to a stake and stone, thence North 14 degrees East 39.9 perches to said Branch, thence with the meanderings of said Branch to a point North 70 degrees West 70.4 perches to the place of beginning. Containing 20 acres of land, more or less, with the right of way, ten feet wide, leading to and from Bendfield along the west side

of the Wigley Place with the use thereof in common with others.

AND BEGINNING for the second at a stone to be planted at the southeast corner of the twenty acre tract purchased from Charles Wigley by Frank Ordrauski and wife by deed dated January 22nd, 1913, and recorded in Liber G.W. No. 68, folio 219 and duly recorded among the Land Records of Anne Arundel County, and running east in a straight line to the original Harry Migley line, then following the said Harry Migley line in a northeasterly direction to the Wells Spring Branch, and then following said Wells Spring Branch in a northerly direction to the original Frank Ordrausky line to the place of beginning. Containing eight acres of land, more or less, and the said Grantors doth grant and convey to the said Grantees a ten foot road or right of way, beginning at the northeast corner of the above described tract, and running in a westerly direction with and along the above mentioned Harry Migley Line to the county road.

5. Your Receivers attach hereto as part hereof a certification by two real estate experts as to the present value of said property.

Wherefore they pray that an order may be passed herein authorizing such sale.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 14th day of October, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers.

(NOTARY SEAL)

Gordon S. Duvall  
Notary Public.

We, the undersigned, real estate experts, familiar with the values of real estate in Anne Arundel County, Maryland, hereby certify that we have examined the properties referred to in the foregoing petition, and certify that \$450.00 is all the same are reasonably worth at this time, and said price is fair and reasonable and should be accepted.

Wm. E. Ferguson  
Sam'l R. Boyd.

Upon the foregoing petition and certification, it is this 21st day of October, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to sell unto Maryan Gozdziwski, at Private Sale, the two fee simple tracts of land described in this petition, one containing 20 acres, more or less, and the other containing 8 acres, more or less, both located in Anne Arundel County, Maryland, at Wells Spring Branch, for \$450.00, with a deposit of \$50.00, all taxes and other charges to be adjusted to date of settlement, settlement to be made within 60 days from September 25, 1941.

Eli Frank Judge.

Certified Copy of Report of Private Sale made by Receivers of 20 and 8 acres, Wells Spring Branch, Anne Arundel County, in fee, to Maryan Gozdziwski, for \$450.00

Zofia Bizon, et al

vs.

In The Circuit Court No. 2

of

First Polish-American Building

Baltimore City.

Association, "Sobieski", a Corporation

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully shows unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated October 21st, 1941, your Receivers report they have sold at Private Sale unto Maryan Gozdziwski, two fee simple tracts of land, one containing 20 acres, more or less, and the other containing 8 acres, more or less, both located at Wells Spring Branch, Anne Arundel County, Maryland, for \$450.00 with a deposit of \$50.00, taxes and other charges to be adjusted to date of settlement, which is to be within 60 days from September 25, 1941.

2. Said property is particularly described as follows:

BEGINNING for the first at a point in the Well Spring Branch, at the end of the 7th line of the land described in a Deed from David J. Wigley and wife to Charles L. Wigley, thence running with said 7th line reversely south 18 degrees east 46.1 perches to a stake, thence south 74 3/4 degrees, east 74 1/2 perches to a stake and stone, thence North 14 degrees East 39.9 perches to said Branch, thence with the meanderings of said Branch to a point North 70 degrees West 70.4 perches to the place of beginning. Containing 20 acres of land, more or less, with the right of way, ten feet wide, leading to and from Bendfield along the west side of the Wigley Place with the use thereof in common with others.

AND BEGINNING for the second at a stone to be planted at the southeast corner of the twenty acre tract purchased from Charles Wigley by Frank Ordrauski and wife by deed dated January 22, 1913, and recorded in Liber G.W. No. 68, folio 219 and duly recorded among the Land Records of Anne Arundel County, and running east in a straight line to the original Harry Migley line, then following the said Harry Migley line in a northeasterly direction to the Wells Spring Branch, and then following said Wells Spring Branch in a northerly direction to the original Frank Ordrauski line to the place of beginning. Containing eight acres of land, more or less, and the said Grantors doth grant and convey to the said Grantees a ten foot road or right of way, beginning at the northeast corner of the above described tract, and running in a westerly direction with and along the above mentioned Harry Migley line to the county road.

3. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this \_\_\_\_\_ day of October, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally

appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association "Sobieski", a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(NOTARY SEAL)

Gordon S. Duvall  
Notary Public.

Zofia Bizon et al

vs.

First Polish American Building  
Assn. "Sobieski" a Corporation

In The Circuit Court No. 2  
of

Baltimore City

September Term, 1941

Ordered, That the Private sale of the property mentioned in these proceedings, made to Maryan Gozdziwski and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of November, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 14th day of November, 1941

The report states the amount of sale to be \$ \_\_\_\_\_

Eli Frank.

THE DAILY RECORD

Baltimore, November 5th, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon ET AL vs. First Pol. Am. Bldg. Assn. was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 14th day of November, 1941.  
First insertion October 22nd., 1941

THE DAILY RECORD

Per A. W. Ritzel

Ordered by the Circuit Court No. 2 of Baltimore City, this 22nd day of November, 1941, That the \_\_\_\_\_ sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Order of Court cancelling and annulling sale etc., signed on 21st October, 1941. Petition to make private sale signed on the 21st Oct., 1941, Report of private sale filed on the 21st, Oct., 1941, Order Nisi signed on the 21st October, 1941. Certificate of Publication filed on the 22nd Nov., 1941, and Final Order signed on the 22nd November, 1941.  
now on file in this office in the cause therein entitled Zofia Bizon et al-vs- First Pol.

American Bldg., Assn, "Sobieski", a Corporation

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 26th day of November A.D. 1941

Filed Dec. 2" 1941

(COURT SEAL)

John S. Clarke, Clerk

Zofia Bizon, et al,

No. 7658 Equity

vs.

In the Circuit Court for  
Anne Arundel County

First Polish-American Building

In the Circuit Court No. 2,  
of Baltimore City.

Association, "Sobieski", a Corporation

Certified Copy of Petition of Receivers to make Private Sale of Western Halves of fee-simple Lots known as Lots Nos. 508, 509, 510, 511 and 512, Ferndale Farms, Anne Arundel County, to Frank L. Tillberry and Hilda Tillberry, his wife, for \$2250.00, and Order of Court thereon. -- Filed January 2" 1942.

To the Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee simple lots of ground known as the Western Halves of Lots Nos. 508, 509, 510,<sup>511</sup> and 512, Ferndale Farms, Anne Arundel County, State of Maryland, title to which is now vested in said Receivers by virtue of foreclosure of mortgage, said lots having been bought in by this estate for \$1500.00.

2. Said lots and improvements were appraised in this estate at \$2,000.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners entered into a contract for sale of said property on June 16th, 1941, with Frank L. Tillberry and Hilda Tillberry, his wife, for \$2250.00, with a deposit of \$50.00, \$35.00 a month to be paid thereafter, the whole of the balance due upon said purchase price to be paid in full by January 16th, 1942, said purchasers having assumed to pay all taxes and other charges accruing after June 16th, 1941, taxes and other charges to be adjusted as of June 16th, 1941; and that by the deposit and monthly payments said purchasers have paid the sum of \$190.00, leaving balance due of \$2060.00 due upon the purchase price with adjustment of taxes and other expenses to be added.

3. Said purchase price is \$250.00 more than the appraisal and your petitioners represent that said price is fair and reasonable, and they believe said contract should be ratified and confirmed by this Court, so that upon payment of the balance of said purchase price said Frank L. Tillberry and Hilda Tillberry, his wife, will be entitled to a Deed for said property.

4. Said lots are known as the Western Halves of Lots Nos. 508, 509, 510, 511, and 512 on the Plat of Ferndale Farms, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, fol. 234.

5. No certification is attached as to value of property as said property is being sold for more than both the appraised price and the price at which it was bought in at public auction for the benefit of this estate.

Wherefore they pray that an order may be passed herein authorizing them to conclude said contract of sale upon the terms and conditions herein set forth, ratifying and confirming said contract, and authorizing them to report a Private Sale of the same.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 8th day of November, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(NOTARY SEAL)

Gordon S. Duvall

Notary Public.

Upon the foregoing petition, it is this 8th day of November, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to conclude the sale of the fee simple lots known as the Western Halves of Lots Nos. 508, 509, 510, 511 and 512, on the Plat of Ferndale Farms, Anne Arundel County, Maryland, to Frank L. Tillberry and Hilda Tillberry, his wife, for \$2250.00, in accordance with the contract of sale between said parties and said Receivers dated June 16, 1941, said parties having paid on account of said purchase price \$190.00, leaving balance of \$2060.00, taxes and other charges to be adjusted as of June 16th, 1941, said purchasers having assumed to pay all taxes and other charges after June 16th, 1941; settlement to be made by January 16th, 1942; the contract above referred to being hereby ratified and confirmed by this Court; said Receivers to report said sale to this Court for ratification.

Eli Frank Judge.

Certified Copy of Receivers Report of Private Sale of Western Halves of fee simple Lots Nos. 508, 509, 510, 511, and 512, Ferndale Farms, Anne Arundel County, to Frank L. Tillberry and Hilda Tillberry, his wife, for \$2250.00.

Zofia Bizon, et al.

In The Circuit Court No. 2,

vs.

of

First Polish-American Building

Baltimore City.

Association, "Sobieski," a Corporation

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor;

1. That in pursuance of the authority contained in an order of this Court dated November 8th, 1941, your Receivers report they have sold at Private Sale unto Frank L. Tillberry and Hilda Tillberry, his wife, the fee simple lots of ground and improvements thereon, known as the Western Halves of Lots Nos. 508, 509, 510, 511 and 512, on Plat of Ferndale Farms, Anne Arundel County, Maryland, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, fol. 234, for \$2250.00, on which purchase price \$190.00 has been paid, leaving a balance of \$2060.00, taxes and other charges to be adjusted as of June 16th, 1941, said purchasers having assumed to pay all taxes and other charges accruing after that date, settlement to be made by January 16th, 1942.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward

Paul R. Hassencamp

Counsel for Receivers.

Paul M. Higinbothom

Receivers.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 8th day of November, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski", a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(NOTARY SEAL)

Gordon S. Duvall

Notary Public.

Sofia Bizon et al

vs.

In the Circuit Court No. 2

of Baltimore City.

First Polish American Building

September Term, 1941

Association "Sobieski" a Corporation

ORDERED, That the Private sale of the property mentioned in these proceedings, made to Frank L. Tillberry and Hilda Tillberry, his wife and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of December, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 3rd day of December, 1941.

The report states the amount of Private sale to be \$2250.00

Eli Frank

THE DAILY RECORD

Baltimore, Nov. 24th, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon, et al vs. First Pol. Am. Bldg. Assn. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 3rd day of Dec. 1941.

First insertion Nov. 10th., 1941.

The Daily Record

Per A.W.Ritzel.

ORDERED by the Circuit Court No. 2 of Baltimore City, this 11th day of December, 1941, That the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank.

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Receivers Report of Private Sale filed 8th November, 1941, Receivers Petition for Authority to make sale signed on 8th day of November, 1941. Order Nisi signed on 8th November, 1941, Certificate of Publication filed 11th Decem-

ber, 1941, and Final Order on the 11th December, 1941.

now on file in this office in the cause therein entitled Sofia Bizon et al-vs-First Polish American Building Association "Sobieski" a Corporation,

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 27th day of December A.D. 1941

Filed January 2" 1942.

(COURT SEAL)

John S. Clarke, Clerk.

Zofia Bizon, et. al.,

No. 7658 Equity

vs.

In The Circuit Court For  
Anne Arundel County

First Polish-American Building

In The Circuit Court No. 2,  
of Baltimore City.

Association, "Sobieski," a Corporation

Certified Copy of Petition of Receivers of First Polish American Building Association "Sobieski," for Authority to make Private Sale of fee simple Lots Nos. 66 and 67, Sec. A, Cromwell Manor, Anne Arundel County, to Charles W. Meyers and Ethel D. Meyers, his wife, for \$2500.00, and Order of Court thereon. Filed January 8" 1942

To the Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbotham, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate as the fee simple property known as Lots Nos. 66, and 67, Sec. A, Cromwell Manor, in Anne Arundel County, Maryland, title to which is now vested in said Receivers by virtue of foreclosure of mortgage, said lots having been bought in by this estate for \$1200.00.

2. Said lots and improvements were appraised in this estate at \$2250.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners entered into a contract for sale of said property on March 17th, 1941, with Charles W. Meyers and Ethel D. Meyers, his wife, for \$2500.00, with a deposit of \$100.00, \$50.00 a month to be paid thereafter, the whole of the balance due upon said purchase price to be paid in full by November 30th, 1941, said purchasers having assumed to pay all taxes and other charges accruing after March 17th, 1941, taxes and other charges to be adjusted as of March 17th, 1941; and that by the deposit and monthly payments said purchasers have paid the sum of \$500.00, leaving balance due of \$2,000.00 upon the purchase price with adjustment of taxes and other expenses to be added.

3. Said purchase price is \$250.00 more than the appraisal and your petitioners represent that said price is fair and reasonable, and they believe said contract should be ratified and confirmed by this Court, so that upon payment of the balance of said purchase price said Charles W. Meyers and Ethel D. Meyers, his wife, will be entitled to a Deed for said property.

4. Said lots are designated as Lots Nos. 66 and 67, in Section A, on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, fol. 72, &c.

5. No certification is attached as to value of property as said property is being sold for more than both the appraised price and the price at which it was bought in at public auction for the benefit of this estate.

Wherefore they pray that an order may be passed herein authorizing them to conclude



said contract of sale upon the terms and conditions herein set forth, ratifying and confirming said contract, and authorizing them to report a Private Sale of the same.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 29th day of November, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

Gordon S. Duvall  
Notary Public.

Upon the foregoing petition, it is this 29th day of November, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to conclude the sale of the fee simple lots known as Lots Nos. 66 and 67, Section A. Cromwell Manor, Anne Arundel County, Maryland, to Charles W. Meyers and Ethel D. Meyers, his wife, for \$2500.00, in accordance with the contract of sale between said parties and said Receivers dated March 17, 1941, said parties having paid on account of said purchase price \$500.00, leaving balance of \$2,000.00, taxes and other charges to be adjusted to March 17, 1941, said purchasers having assumed to pay all taxes and other charges after March 17, 1941, settlement to be made upon ratification of sale; the contract above referred to being hereby ratified and confirmed by this Court.

Eli Frank, Judge.

Certified Copy of Report of Private Sale made by Receivers of First Polish-American Building Association "Sobieski," of fee simple Lots Nos. 66 and 67, Sec. A, Cromwell Manor, Anne Arundel County, to Charles W. Meyers and Ethel D. Meyers, his wife, for \$2500.00

Zofia Bizon, et al.,

In The Circuit Court No. 2,  
of

vs.

First Polish-American Building  
Association, "Sobieski," a Corporation

Baltimore City.

To the Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated November 29th, 1941, your Receivers report they have sold at Private Sale unto Charles W. Meyers and Ethel D. Meyers, his wife, the fee simple lots of ground and improvements thereon, known as Lots Nos. 66 and 67, Section A, Cromwell Manor, Anne Arundel County, Maryland, which lots are shown on a Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, fol. 72 &c., for \$2500.00, on which purchase price \$500.00 has been paid, leaving a balance of \$2,000.00, taxes and other charges to be adjusted as of March 17, 1941, said purchasers having assumed to pay all taxes and other charges accruing after that date, settlement to be made upon ratification of sale herein.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be

ratified by this Court in due course.

Respectfully submitted.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 29th day of November, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(SEAL)

Gordon S. Duvall  
Notary Public.

Zofia Bizon et al

vs.

First Polish American Building  
Association "Sobieski" A Corporation

In The Circuit Court No. 2  
of  
Baltimore City.  
November Term, 1941.

Ordered, That the Private sale of the property mentioned in these proceedings, made to Joseph Drozd and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of December, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 24th day of December, 1941.

The report states the amount of Private sale to be \$150.00

Eli Frank

THE DAILY RECORD

Baltimore, December 15, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon ET AL vs. First Polish Am. Bldg. Assn. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of Three successive weeks before the 24th day of December, 1941.

First insertion December 1st, 1941.

THE DAILY RECORD

Per A. W. Ritzel

ORDERED by the Circuit Court No. 2 of Baltimore City, this 2nd day of January, 1942, That the \_\_\_\_ sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition filed 29th Nov., 1941, Report of Sale filed 29th Nov., 1941, Order of Nisi signed 29th Nov., 1941, Certificate of Publication filed 2nd January, 1942, and Final Order of Ratification signed 2nd January, 1942.

now on file in this office in the cause therein entitled Zofia Bizon ET AL - vs.-First Polish American Building Association "Sobieski", a Corporation

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 6th day of January A.D. 1942

Filed January 8" 1942.

(COURT SEAL)

John S. Clarke,  
Clerk.

Zofia Bizon, ET. AL.,

No. 7658 Equity

vs.

In The Circuit Court for  
Anne Arundel County

First Polish-American Building

In The Circuit Court No. 2 of  
Baltimore City.

Association, "Sobieski", a Corporation

Certified Copy of Petition of Receivers of First Polish-American Building Association "Sobieski", for authority to make Private Sale of fee simple Lots of Ground known as Eastern Halves of Lots Nos. 508, 509, 510, 511 and 512, on Plat of Ferndale Farms, Anne Arundel County, to Emory Baker and Marguerite Baker, hiw wife, for \$2175.00, and Order of Court thereon.

Filed January 24" 1942.

To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee simple lots of ground known as the Eastern Halves of Lots Nos. 508, 509, 510, 511, and 512, Ferndale Farms, Anne Arundel County, State of Maryland, title to which is now vested in said Receivers by virtue of foreclosure of mortgage, said lots having been bought in by this estate for \$1500.00.

2. Said lots and improvements were appraised in this estate at \$2,000.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners entered into a contract of sale of said property on July 11, 1941, with Emory Baker and Marguerite Baker, his wife, for \$2175.00, with a deposit of \$200.00 and \$30.00 a month to be paid thereafter, the whole of the balance due upon said purchase price to be paid in full by January 1, 1942, said purchasers having assumed to pay all taxes and other charges accruing after July 11, 1941, taxes and other charges to be adjusted as of July 11, 1941; and that by the deposit and monthly payments said purchasers have paid the sum of \$330.00, leaving balance of 1845.00 due upon the purchase price with adjustment of taxes and other expenses to be added.

3. Said purchase price is \$175.00 more than the appraisal and your petitioners represent that said price is fair and reasonable, and they believe said contract should be ratified and confirmed by this Court, so that upon payment of the balance of said purchase price said Emory Baker and Marguerite Baker, his wife, will be entitled to a Deed for said property.

4. Said lots are known as the Eastern Halves of Lots Nos. 508, 509, 510, 511, and 512 on the Plat of Ferndale Farms, which plat is recorded among the Plat Records of Anne Arundel

County in Plat Book G.W. No. 1, fol. 234.

5. No certification is attached as to value as said property is being sold for more than both the appraised price and the price at which it was bought in at public auction for the benefit of this estate.

Wherefore they pray that an order may be passed herein authorizing them to conclude said contract of sale upon the terms and conditions herein set forth, ratifying and confirming said contract, and authorizing them to report a Private Sale of the same.

Edward L. Ward  
Counsel for Receivers.

And as in duty, etc.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 6th day of December, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(NOTARY SEAL)

Gordon S. Duvall  
Notary Public.

Upon the foregoing petition, it is this 6th day of December, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to conclude the sale of the fee simple lots known as the Eastern Halves of Lots Nos. 508, 509, 510, 511 and 512, on the Plat of Ferndale Farms, Anne Arundel County, Maryland, to Emory Baker and Marguerite Baker, his wife, for \$2175.00, in accordance with the contract of sale between said parties and said Receivers dated July 11, 1941, said parties having paid on account of said purchase price \$330, leaving balance of \$1845.00, taxes and other charges to be adjusted as of July 11, 1941, said purchasers having assumed to pay all taxes and other charges after July 11, 1941; settlement to be made by January 1st, 1942; the contract above referred to being hereby ratified and confirmed by this Court.

Eli Frank, Judge.

Report of Private Sale made by Receivers of First Polish-American Building Association "Sobieski", of fee simple Lots known as Eastern Halves of Lots Nos. 508, 509, 510, 511, and 512, on Plat of Ferndale Farms, Anne Arundel County, to Emory Baker and Marguerite Baker, his wife, for \$2175.00.

Zofia Bizon, ET. AL.,

vs.

First Polish-American Building  
Association, "Sobieski," a Corporation

In the Circuit Court No. 2,  
of  
Baltimore City.

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated December 6th, 1941, your Receivers report they have sold at Private Sale unto Emory Baker and Marguerite Baker, his wife, the fee simple lots of ground and improvements thereon, known as the Eastern Halves of Lots Nos. 508, 509, 510, 511 and 512, on Plat of Ferndale Farms, Anne Arundel County, Maryland, which Plat is recorded among the Plat Records of Anne Arun-

del County in Plat Book G.W. No. 1, fol. 234, for \$2175.00, on which purchase price \$330.00 has been paid, leaving a balance of \$1845.00, taxes and other charges to be adjusted as of July 11, 1941, said purchasers having assumed to pay all taxes and other charges accruing after that date, settlement to be made upon ratification of sale herein.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward  
Counsel for Receivers

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 6<sup>th</sup> day of December, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Gordon S. Duvall  
Notary Public.

Zofia Bizon, et al.

vs.

First Polish-American Building  
Association "Sobieski" a corporation

In The Circuit Court No. 2

of

Baltimore City

November Term, 1941.

ORDERED, That the private sale of the property mentioned in these proceedings, made to Emory Baker and Marguerite Baker, his wife, and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of January, 1942; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 31st day of December, 1941.

The report states the amount of private sale to be \$2175.00

Eli Frank

THE DAILY RECORD

Baltimore, Dec. 22, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon et al vs. First Polish American Bldg. Assn, was published in the THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 31st day of December, 1941

First insertion Dec. 8", 1941.

THE DAILY RECORD

Per A. W. Ritzel

ORDERED by the Circuit Court No. 2 of Baltimore City, this 8th day of January, 1942,

That the \_\_\_\_\_ sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition & Order of Court, signed the 6th December 1941. Report of Sale, signed 6th December 1941. Order Nisi, signed 6th December 1941. Certificate of Publication filed 8th Jan. 1942, Final Order of Ratification, signed the 8th day January 1942.

now on file in this office in the cause therein entitled Zofia Bizon, et. al. --vs--First Polish American Building Association "Sobieski" a corporation

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 20th day of January A.D. 1942.

Filed January 24th, 1942.

(COURT SEAL) John S. Clarke, Clerk

Zofia Bizon, Et. Al

No. 7658 Equity

vs.

In the Circuit Court for  
Anne Arundel County

First Polish-American Building

In the Circuit Court No. 2,  
of Baltimore City

Association, "Sobieski", a Corporation

Certified Copy of Petition of Receivers of First Polish-American Building Association "Sobieski", to make Private Sale of fee simple Lots of Ground known as Lots Nos. 471, 472, 473 and 474, Section C, on the plan of Ferndale Farms, A.A. County, to William A. Andrysiak and Irene M. Andrysiak, his wife, for \$2750.00, and Order of Court thereon. Filed Jan. 24, 1942.  
To The Honorable, The Judge of Said Court:

The petition of Paul R. Hassencamp and Paul M. Higinbotham, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate are the fee-simple lots and improvements known as Lots Nos. 471, 472, 473, and 474, Section C, on the Plat of Ferndale Farms, Anne Arundel County, title to which is vested in said Receivers by virtue of foreclosure of mortgage, said lots having been bought in by this estate for \$1500.00.

2. Said lots and improvements were appraised in this estate at \$2750.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners entered into a contract of sale of said property on May 20, 1941, with Thomas Oliver Andrews and Marie Louise Andrews, his wife, for \$2750.00, with a deposit of \$100.00, and \$30.00 a month to be paid thereafter, the whole of the balance due upon said purchase price to be paid in full by December 16, 1941; said purchasers having assumed to pay all taxes and other charges accruing after May 20, 1941, taxes and other charges to be adjusted as of May 20, 1941. That thereafter, the said Thomas Oliver Andrews, husband of Marie Louise Andrews, died and on November 24, 1941, the said Marie Louise Andrews, the surviving tenant by the entirety in said contract, assigned all

right, title and interest in and to the same unto William A. Andrysiak and Irene M. Andrysiak, his wife, said parties to receive credit for all payments theretofore made upon said contract, and to assume all the obligations thereof by payment of the balance of the purchase price, in accordance with the terms thereof. That by the deposit and monthly payments there has been paid the sum of \$220.00, leaving balance due of \$2530.00, upon the purchase price with adjustment of taxes and other expenses to be added.

3. Said purchase is the appraisal and \$1250.00 more than the price at which it was bought in for this estate at public auction, and your petitioners represent that said price is fair and reasonable, and they believe said contract should be ratified and confirmed by this Court, so that upon payment of the balance of said purchase price said William A. Andrysiak and Irene M. Andrysiak, his wife, will be entitled to a Deed for said property.

4. Said lots are known as Nos. 471, 472, 473, and 474, in Section C, on the new plan of Ferndale Farms, recorded in Plat Book G. W. No. 1, folio 234, etc., said lots being at the northwest corner of Eugenia and Washington Avenues, with an aggregate frontage westerly on the north side of Eugenia Avenue of eighty feet with an even depth northerly on the west side of Washington Avenue of one hundred feet.

5. No certification is attached as to value of property as said property is being sold for the appraised price and more than it was bought in for at public auction for the benefit of this estate.

Wherefore they pray that an order may be passed herein authorizing them to conclude said contract of sale upon the terms and conditions herein set forth, ratifying and confirming said contract, and authorizing them to report a Private Sale of the same.

And as in duty, etc.

Edward L. Ward  
Counsel for Receivers.

Paul R. Hassencamp  
Paul M. Higinbothom  
Receivers.

Sworn to before me this 6th day of December, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

(NOTARY SEAL)

Gordon S. Duvall  
Notary Public.

Upon the foregoing petition, it is this 6th day of December, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to conclude the sale of the fee-simple lots known as Lots Nos. 471, 472, 473 and 474, Section C, on the New Plan of Ferndale Farms, Anne Arundel County, to William A. Andrysiak and Irene M. Andrysiak, his wife, for \$2750.00, in accordance with the contract of sale between Thomas Oliver Andrews and Marie Louis Andrews, his wife, and said Receivers dated May 20, 1941, said parties being the assignees of said contract and there having been paid on account of said purchase price \$220.00, leaving balance of \$2530.00, taxes and other charges to be adjusted as of May 20, 1941, said Assignee having assumed all the covenants of said contract, which provides for the assumption of all taxes and other charges after May 20, 1941; settlement to be made upon ratification of sale; the contract above referred to being hereby ratified and confirmed by this Court; said Receivers to report said sale to this Court for ratification.

Eli Frank, Judge.

Certified Copy of Receivers of First Polish-American Building Association "Sobieski", Report of Private Sale of fee simple Lots known as Lots Nos. 471, 472, 473 and 474, Section C, on Plan of Ferndale Farms, A.A. County, to William A. Andrysiak and Irene M. Andrysiak, his wife, for \$2750.00.

Zofia Bizon, et al,

In The Circuit Court No. 2

vs.

of

First Polish-American Building

Baltimore City.

Association, "Sobieski", a Corporation

To The Honorable, The Judge of Said Court:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated December 6th, 1941, your Receivers report they have sold at private sale unto William A. Andrysiak and Irene M. Andrysiak, his wife, assignees of a contract between Thomas Oliver Andrews and Marie Louise Andrews, his wife, and said Receivers, the fee-simple lots of ground and improvements thereon, known as Lots Nos. 471, 472, 473 and 474, Section C, on the New Plan of Ferndale Farms, which Plat is recorded in Plat Book G. W. No. 1, folio 234, etc., said lots being at the Northwest corner of Eugenia and Washington Avenue, with an aggregate frontage westerly on the north side of Eugenia Avenue of eighty feet with an even depth northerly on the west side of Washington Avenue of one hundred feet, for \$2750.00, on which purchase price \$220.00 has been paid, leaving a balance of \$2530.00, taxes and other charges to be adjusted as of May 20, 1941, said purchasers having assumed to pay all taxes and other charges accruing after that date, settlement to be made upon ratification of this sale.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

Edward L. Ward

Paul R. Hassencamp

Counsel for Receivers.

Paul M. Higinbothom

Receivers.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 6th day of December, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

Witness my hand and Notarial Seal.

(NOTARY SEAL)

Gordon S. Duvall

Notary Public.

Zofia Bizon, et al.

In The Circuit Court No. 2

vs.

of

First Polish American Building

Baltimore City

Association "Sobieski" a corporation

Term, 19\_\_



ORDERED, That the private sale of the property mentioned in these proceedings, made to William A. Andrysiak and Irene M. Andrysiak, ----- his wife, and reported by Paul R. Hassencamp and Paul M. Higinbotham, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of January, 1942; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 31st day of December, 1941.

The report states the amount of Private sale to be \$2750.00

Eli Frank

THE DAILY RECORD

Baltimore, Dec. 22nd, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon, et al vs. First Pol. Am. Bldg. Ass'n. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 31st day of Dec., 1941

First insertion Dec. 8 - 1941.

THE DAILY RECORD

Per A. W. Ritzel

ORDERED by the Circuit Court No. 2 of Baltimore City, this \_\_\_\_ day of January, 1942, That the \_\_\_\_ sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Eli Frank

State of Maryland, City of Baltimore, ss:

I, John S. Clarke, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition ' Order of Court, signed the 6th day of December, 1941, Report of Sale signed 6th December 1941. Order of Nisi, signed 6th December 1941, Certificate-of-Publication filed 8th January 1942 And Final Order of Ratification signed the 8th day January 1942.

now on file in this office in the cause therein entitled Zofia Bizon, et. al.--vs- First Polish American Bldg. Association "Sobieski" a corporation

In Testimony Whereof, I hereto set my hand and affix the seal of the said Circuit Court No. 2, this 20th day of January A.D. 1942.

(COURT SEAL)

John S. Clarke,  
Clerk.

Filed January 24th., 1942.

*For further proceedings see J. H. H. No. 57 Equity  
Folio 49 to 54 inc.*

In the Matter of the Sale of the Mort- : No. 3214 Equity.  
 gaged Real Estate of William H. Brown and : In The Circuit Court For  
 Lulu Brown, his wife. : Anne Arundel County.  
 Mr. Clerk:-

Please file the original mortgage, and assignments, and docket this suit.  
 Filed 8" Oct. 1909 Winson G. Gott,  
 Attorney & Assignee.

Mortgage -- Filed 8" October, 1909.

This Mortgage, Made this Eight day of September in the year nineteen hundred and Six by William H. Brown and Lulu Brown his wife of the first part, and James B. Burch of the second part all of Anne Arundel County, State of Maryland, Witnesseth:

Whereas, William H. Brown and Lula Brown, his wife have this day borrowed from James B. Burch of said County and State, the sum of Six hundred (\$600.00) dollars and have passed to him their promissory note for the said principal sum of even date - herewith drawn to his order and payable Two years after date, and also their four interest notes each for the sum of Eighteen (\$1800) dollars, of the same date, and to the same order; and payable respectively, Six, Twelve, Eighteen, and Twenty four months after date, and to better secure the payment of all said note, as they severally become due these presents are executed.

Now this Mortgage Witnesseth: that for and in consideration of the premises, and of the sum of one dollar, the said James H. Brown, and Lulu Brown does grant unto the said James B. Burch his heirs and assigns, in fee simple, All that Lot of ground situate and lying in the City of Annapolis numbered as Lot No. 17, in a plat filed in Equity in the Circuit Court for said County, of the Farmers National Bank of Annapolis, against James Sands and others, and described in a deed from Alexander Randall Trustee, to George Branzell dated the 14th day of October 1870, and recorded in the Land Records of said County in Liber S.H. No. 5, folio 66 &c. as follows:

Beginning for said Lot No. 17 at a point on the North West side of Holland Street, Two hundred and four feet, more or less, from the intersection with Prince George Street, and at the Easterly corner of Lot No. 16, sold to Solomon Phillips, and running thence North East with Holland Street Twenty feet, to the line of Lot No. 18, thence with the South West side of said Lot No. 18, Ninety Six feet and nine tenths of a foot, to the lot now owned by the said Branzell, thence with the line of said Lot South West and parallel with the line of Holland Street Twenty feet, thence South East Ninety six feet and ninth tenth of a foot to the beginning, being the same property described in a deed from James B. Burch, and Julia M. Burch to William H. Brown by deed dated the 8th day of September 1906 To be Recorded among the land records of Anne Arundel County prior to these presents

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of James B. Burch his heirs and assigns forever.

PROVIDED that if the said William H. Brown and Lulu Brown his wife their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid

sum of Six hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves their heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee his personal representatives and assigns, or James R. Brashears their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty day's notice of the time, place, manner and terms of sale, in some newspaper printed in said Anne Arundel county, and such other notice as by the said Mortgagee his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Ten dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for themselves their heirs, personal representatives and assigns does hereby covenant to pay; and the said Mortgagee his personal representatives or assigns or James R. Brashears their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor

legal tender be made of said principal, interest, costs, expenses and commission.

And the said Mortgagors for themselves their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight hundred dollars and to cause the policy to be affected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test:

John N. Davis

William H. Brown (Seal)

Lulu Brown (Seal)

State of Maryland, Anne \_\_\_\_\_ County, to wit:

I HEREBY CERTIFY, that on this Eight day of September in the year nineteen hundred six before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared William H. Brown and Lulu Brown his wife the Mortgagors named in the foregoing Mortgage and did acknowledged the foregoing Mortgage to be their act. At the same time also appeared James B. Burch, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth. And did also make oath in due form of law, (or did solemnly and truly declare and affirm) that the Mortgagee has not required the Mortgagors or his agent or attorney, or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require any tax levied thereon to be paid by the Mortgagors, or any person for during the existence of this Mortgage.

John N. Davis

Justice of the Peace

For value received, I hereby assign the within mortgage to John Collinson, M. D.,

Witness my hand and seal this 28th day of November, A.D. 1906.

Witness: Wm. N. Woodward

James B. Burch (Seal)

Received for Record 28th day of Nov. 1906 at 3 o'clock P. M. and same day recorded in Liber G.W. No. 50, folio 324 &c., Land Records of Anne Arundel County

George Wells, Clerk.

For value received, I hereby assign the within mortgage to Winson G. Gott

Witness my hand and seal this 8th day of Oct. 1909

Witness: Rosalie L. Retz

John Collinson (Seal)

Received for Record 8th day of Oct. 1909, at 10 o'clock A. M. and same day recorded in Liber G.W. No. 50, folio 324 Land Records of Anne Arundel County

George Wells, Clerk.

In the Matter of the Sale of the  
Mortgaged Real Estate of William H.  
Brown and Lulu Brown, his wife.

No. 3241 Equity.  
In The Circuit Court for  
Anne Arundel County.

Statement of Mortgage Debt. -- Filed 8<sup>th</sup> Oct. 1909.

|                                                                |                 |
|----------------------------------------------------------------|-----------------|
| September 8, 1906, Amount of loan, -----                       | \$600.00        |
| To 7 months interest- <u>March 8 to October 8, 1909,</u> ----- | 21.00           |
| Total, -----                                                   | \$621.00        |
| To Nov. 4th. -----                                             | 3.00            |
|                                                                | <u>\$624.00</u> |

Bond -- Filed & Approved Nov. 6, 1909 -- Geo. Wells, Clerk.

KNOW ALL MEN BY THESE PRESENTS,

That we, Winson G. Gott, of the City of Annapolis, Maryland, as principal and the American Bonding Company of Baltimore, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred Dollars, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, ----- our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Sixth day of November, in the year of our Lord nineteen hundred and nine.

Whereas, the above bounden Winson G. Gott by virtue of the power contained in a mortgage from William H. Brown and his wife to James B. Burch bearing date the Eighth day of September, 1906, and recorded among the mortgage records of Anne Arundel County in Liber G.W. No. 50, Folio 321 and which said mortgaged was duly assigned to the said Winson G. Gott by short assignment on said mortgage, dated October 8th, 1909, - said assignment being recorded at the foot of the record of the aforesaid mortgage, - who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden Winson G. Gott do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Winson G. Gott has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Vice-President, attested by its Asst. Secretary, the day and year first herein above written.

Signed, Sealed and Delivered

in the presence of  
Wm. N. Woodward as to-----

(CORPORATE SEAL)

Attest: Ridgely P. Melvin, Secretary.

Winson G. Gott (Seal)  
American Bonding Company of Baltimore,  
By L. H. Gadd Vice-President

In the Matter of the Sale of the  
Mortgaged Real Estate of William H.  
Brown and Lulu Brown, his wife.

No. 3241 Equity  
In The Circuit Court For  
Anne Arundel County.

Report of Sale. -- Filed 9<sup>th</sup> Nov. 1909.

To the Honorable, the Judges of said Court:-

The Report of Winson G. Gott, the Assignee named in the mortgage filed in this case respectfully shows: -

That said mortgage being in default, and the same having been duly assigned to him, he did proceed to advertise the property mentioned in said mortgage for sale in the Evening Capital, a daily newspaper published in Annapolis, Anne Arundel County, Maryland, for more than three successive weeks before the day of sale, giving by said advertisement more than three weeks notice of the time, place, manner and terms of sale, and having filed his bond with approved security, he did attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, November 9, 1909, at 11 o'clock, A.M., same being the time and place mentioned in said advertisement, and did then and there offer the said property at public sale and sold the same to Alia Isemann, at and for the sum of One Thousand Dollars, (\$1000.00) she being then and there the highest bidder therefor.

And he files herewith a copy of the said advertisement and Auctioneer's certificate of sale.

All of which is respectfully submitted.

Winson G. Gott, Assignee

State of Maryland, Anne Arundel County, to wit:-

I hereby certify that on this 9 day of November, 1909, before me, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Winson G. Gott, the within Assignee, and made oath in due form of law, that the matters and things stated in the foregoing Report of sale are true as therein set forth to the best of his knowledge and belief and that the said sale was fairly made.

Wm. N. Woodward,  
Deputy Clerk.

#### Handbill and Auctioneer's Certificate

Public Sale of valuable -----Real Estate in the City of Annapolis, Md.

By virtue of a power of sale contained in a mortgage executed by William H. Brown and Lulu Brown, his wife, dated the 8th day of September, 1906, and recorded among the Land Records of Anne Arundel County, in Liber G.W., No. 50, folio 321, I will offer to public sale at the Court House door, in the City of Annapolis, on Tuesday, November 9th., '09, at 11 o'clock A.M., The following property described in said mortgage:

All that lot of ground situate on the northwest side of Holland Street, with a frontage of 20 feet, and a uniform depth of 96 9-10 feet, being the same lot of ground which was conveyed to the said William H. Brown, by James H. Burch and wife, by deed dated the 8th day of September, 1906, and recorded among the aforesaid Land Records in Liber G.W., No. 50, folio 320, improved by a Two-and-a-Half Story Frame Dwelling in Good Condition.

Terms of Sale:--One-third cash on ratification of sale, and the balance in one or two years from the date of sale, the deferred payments to bear interest, and to be secured to

the satisfaction of the undersigned, or all cash on the ratification of the sale at the option of the purchaser.

A deposit of \$50 will be required on day of sale.

Winson G. Gott, Assignee.

I hereby certify that on this 9th day of November, 1909, I sold the Real estate mentioned and described in the Equity proceedings No. 3241 being all that lot of ground situate on the northwest side of Holland Street with a frontage of 20 feet and a depth of 96 9/10 feet, the same being improved by a two and a half story frame dwelling, to Mrs. Alia Isemann, at and for the sum of \$1000.00, she being then and there the Highest bidder therefor.

Basil & Saffield

Auctioneer.

ORDER NISI

Ordered, this 9th day of November, 1909, That the sale of the property mentioned in these proceedings, made and reported by Winson G. Gott, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 11th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of December next.

The report states the amount of sales to be \$1000.00

Geo. Wells, Clerk.

Publisher's Certificate

Annapolis, Md., Dec. 10th 1909

We hereby certify, That the annexed advertisement Order Nisi in the Matter of the Mortgage Real Estate of W. H. Brown and wife No. 3231 Equity, was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md., once a week for 3 successive weeks before the 11th day of Dec. the first insertion appearing on the 9th day Nov. 1909

W. M. Abbott, Publisher.

Ordered By The Court, This 13th day of December, 1909 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Jas. R. Brashears

In the Matter of the Mortgaged  
Real Estate of William H. Brown  
& wife.

No. 3241 Equity  
In the Circuit Court for  
Anne Arundel County.

Auditor's Report and Account --Filed 16th Dec. 1909. Supplemental Report--Filed 15th Jan. 1910  
To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from then has stated the within account in which after allowance of fees, commissions, expenses, Court costs and taxes the mortgage debt is allowed in full and the balance is distributed to the estate of William H. Brown, deceased, subject to further order of Court. The reason for the distribution to the decedent's estate is, that he left, supposedly, a widow, and the other heirs at law claim that there was never any marriage between the said Brown and the woman who was supposed to be his wife.

On that account the Auditor is unable to make distribution according to the law and the rules of Court.

All of which is respectfully submitted.

James W. Owens, Auditor.

SUPPLEMENTAL REPORT.

The Auditor reports to the Court that after the filing of this account on the 16th. of December 1909, an order of Court was passed requiring the Auditor to take testimony for the purpose of distributing the balance shown by that account as having been audited to the estate of William H. Brown, deceased, and after having taken said testimony instead of re-stating an account in full, he has made the distribution at the bottom of the original account as a supplement to the same.

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. The Mortgaged Real Estate of William H. Brown and wife in ac. with Winson G. Gott, Assignee

|                 |                                                                            |              |                  |
|-----------------|----------------------------------------------------------------------------|--------------|------------------|
| Nov. 9th., 1909 | To the Assignee for his commissions                                        | \$57.00      | \$               |
|                 | To the Assignee for fee allowed by mortgage                                | <u>10.00</u> | 67.00            |
| " "             | " " his expenses, viz:                                                     |              |                  |
| "               | advertising, Evening Capital                                               | 16.50        |                  |
| "               | Auctioneer, Basil & Saffield                                               | 11.00        |                  |
| "               | Premium on Bond                                                            | <u>10.00</u> | 37.50            |
| "               | the Assignee for Court costs, viz:-                                        |              |                  |
| "               | Solicitor                                                                  | 10.00        |                  |
| "               | Clerk of Court                                                             | 9.60         |                  |
| "               | Auditor                                                                    | <u>4.50</u>  | 24.10            |
| "               | the Assignee for taxes as follows:-                                        |              |                  |
| "               | State and County for 1907                                                  |              | 13.15            |
| "               | John Collinson, M.D. in full of mortgage claim filed                       |              | 624.00           |
| "               | the estate of William H. Brown, deceased subject to further order of Court |              | <u>234.25</u>    |
|                 |                                                                            |              | <u>\$1000.00</u> |
| 1910            |                                                                            |              |                  |
| Jan. 8th        | To additional Court costs, viz:-                                           |              |                  |
| "               | Clerk of Circuit Court, additional                                         | 2.00         |                  |
| "               | Auditor                                                                    | 4.50         |                  |
| "               | Stenographer                                                               | <u>1.00</u>  | 7.50             |
| "               | William H. Howard for a fee as per order of Court subject to exceptions    |              | 25.00            |
|                 | To Mary L. Brown, widow, for her dower age 31 years 2/15 of balance        |              | 26.90            |



|                                             |                 |             |
|---------------------------------------------|-----------------|-------------|
| To Amounts brought forward                  | \$1000.00       |             |
| H.                                          | 59.40           |             |
| To the estate of William/Brown, deceased    |                 |             |
| this balance                                | <u>174.85</u>   | \$174.85    |
|                                             | <u>\$234.25</u> |             |
| To publishing Order Nisi on Auditor's Acct. |                 | <u>2.00</u> |
| Balance                                     |                 | \$172.85    |

Cr. Nov. 9th. 1909 By proceeds of sale of real estate

as per report filed

\$1000.00

Jan. 8th. 1910 By the amount contra which was distrib-

uted by the Auditor in the Auditor's

account filed Dec. 16th. 1909 to the

estate of William H. Brown

\$ 234.25

#### ORDER NISI

ORDERED, this first day of Feby. 1910, That the Report and Account of the Auditor, filed in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 5th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

Geo. Wells, Clerk.

#### Publisher's Certificate

Annapolis, Md., \_\_\_\_\_

We hereby certify, That the annexed advertisement Order Nisi on Auditor's Account in the estate of Wm. H. Brown and wife was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md., once a week for 3 successive weeks before the the fifth day of March 1910 the first insertion appearing on the Second day of February, 1910

Wm. M. Abbott, Publisher

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day 10 of March 1910, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. The Assignee is allowed to deduct from the balance due estate of William H. Brown \$2- cost for publishing Order Nisi on this account

Jas. R. Brashears.

|                             |   |                          |
|-----------------------------|---|--------------------------|
| IN THE MATTER OF THE        | : | No. 8296 Equity          |
| ADOPTION OF                 | : | In The Circuit Court For |
| MARY LEE PHELPS, AN INFANT. | : | Anne Arundel County      |

Mr. Clerk:

Please file, etc.

Henry J. Tarantino  
Solicitor for Petitioners.

Petition, Consent and Certificates. --Filed Jan. 14" 1942.

To The Honorable, The Judge of Said Court:

The petition of Howard T. Chaney and Dorothy Dalton Chaney, his wife, of Eastport, Anne Arundel County, Maryland, respectfully shows unto your Honor:

1. That your petitioners, Howard T. Chaney and Dorothy Dalton Chaney, his wife, were married on the 11th day of April, 1936, and reside together at Eastport, Maryland.

2. That said Howard T. Chaney is employed at the United States Naval Academy as a second class general helper; and his said wife, Dorothy Dalton Chaney, is a private graduate nurse, and further manages and operates the home of your Petitioners.

3. That the said Mary Lee Phelps, infant, was born on the 15th day of February, 1941, and her mother Martha E. Whittington, nee Martha Phelps, who died in childbirth at the Emergency Hospital, Annapolis, Maryland, was estranged and separated from her husband James Whittington for a period of two years.

*Euf* 4. That your petitioners desire jointly to adopt as their child the said infant, Mary Lee Phelps, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully aver, allege and show, that they maintain a modern and comfortable home at their residence aforesaid, and that they are willing to provide for the proper care, amintenances, education and rearing of the said infant child, And your petitioners further allege that the father of said infant, Louis Stanley Myers, is willing to have this Honorable Court pass a decree of adoption in the premises, whereby his said infant child Mary Lee Phelps, shall become the adopted child of your petitioners; and in proof thereof, your petitioners attach hereto as a part hereof the written consent of the said Louis Stanley Myers, showing his willingness to have his said daughter so adopted by your petitioners, which is marked "Petitioners' Exhibit A".

4. That your petitioners believe, and therefore aver, that it will be for the best interests and welfare of the said infant that she be so adopted by your petitioners, and that her well-being, comfort and happiness will be properly promoted by such adoption; and your petitioners file herewith as a further part hereof, written statements of Elmer G. Linhardt, M.D. and Grace O. Deale, CITIZENS of Anne Arundel County, in support of this petition, showing that your petitioners are fit persons to become the adopting parents of the said infant, which statements are marked "Petitioners' Exhibit B" and "Petitioners' Exhibit C" respectively.

Your Petitioners, therefore, respectfully prays:

1. That a decree may be passed by this Honorable Court, declaring the said infant child, Mary Lee Phelps, to be the adopted child and daughter of your petitioners, Howard T. Chaney and Dorothy Dalton Chaney, his wife, in accordance with the laws of the State of

Maryland; and that the name of the said infant child, Mary Lee Phelps, be changed to that of your petitioners, and that she be thereafter known as Sarah Jane Chaney.

2. That your petitioners may have such other and further relief as their cause and equity may require.

Henry J. Tarantino

Howard T. Chaney

Solicitor for Petitioners.

Dorothy Dalton Chaney

Petitioners

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 11 day of January 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard T. Chaney and Dorothy Dalton Chaney, his wife, the within petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petition are true, as therein stated, to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

John J. Flood

Notary Public.

I, Louis Stanley Myers, of Anne Arundel County, Maryland, do hereby certify, that I am the natural father of Mary Lee Phelps, who was born on the 15th day of February, 1941; that I am willing, and hereby voluntarily declare my assent to the adoption of my said daughter by and for her to become the adopted daughter of Howard T. Chaney and Dorothy Dalton Chaney, his wife, now residing in Eastport, Anne Arundel County, Maryland; and I do hereby voluntarily give my consent to the passage by the Circuit Court for Anne Arundel County, IN EQUITY, of a decree of adoption, whereby my said daughter shall become the adopted daughter of said Howard T. Chaney and Dorothy Dalton Chaney, his wife, and I do further so consent that in the said decree of adoption her name be changed to Sarah Jane Chaney in the place and stead of Mary Lee Phelps.

Witness:

Louis Stanley Myers.

H. E. Tarantino

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 17th day of March, 1941, before me, the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared Louis Stanley Myers, who, in my presence signed his name to the above statement to be his act and deed; and at the same time he further acknowledged that he has read the said statement, and fully understands its meaning.

Witness my hand and Notarial Seal.

PETITIONER'S EXHIBIT A.

(NOTARIAL SEAL)

Hannah E. Tarantino

Notary Public.

TO WHOM IT MAY CONCERN

I, Elmer G. Linhardt M.D. of Eastport, Anne Arundel County, Maryland, do hereby certify that I have personally known Howard T. Chaney and Dorothy Dalton Chaney, his wife, for 15 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation,

and that they have maintained a clean and comfortable home in Eastport, Maryland; that they enjoy the social respect of the community in which they reside; that Howard T. Chaney is employed at the Naval Academy, and Dorothy Dalton Chaney engages, at times, in the profession of private nursing, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: Tilghman Geo. Sadler.

E. Lindhardt, M.D.

PETITIONERS' EXHIBIT B.

TO WHOM IT MAY CONCERN

I, Grace O. Deale, of Eastport, Anne Arundel County, Maryland, do hereby certify that I have personally known Howard T. Chaney and Dorothy Dalton Chaney, his wife, for 8 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Eastport, Maryland; that they enjoy the social respect of the community in which they reside; that Howard T. Chaney is employed at the Naval Academy, and Dorothy Dalton Chaney, his wife, engages, at times, in the profession of private nursing, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: Kenneth R. Deale

Grace O. Deale.

PETITIONERS' EXHIBIT C.

In The Matter Of The

Adoption of

Mary Lee Phelps, an infant.

No. 8296 Equity

In The Circuit Court For

Anne Arundel County.

Decree of Court. January 19, 1942 --- Filed Jan. 19" 1942.

DECREE OF ADOPTION

Howard T. Chaney and Dorothy Dalton Chaney, his wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed therein and herein, declaring Mary Lee Phelps, infant, to be their adopted daughter, in accordance with the provisions of the laws of the State of Maryland; the natural father of the said infant having expressed his willingness to and desire for such adoption and it appearing to the Court that the best interests and welfare of the said Mary Lee Phelps, infant, will be promoted by such adoption.

IT IS THEREUPON, this 19th day of January, 1942, by the Circuit Court for Anne Arundel County, in EQUITY, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Mary Lee Phelps, infant child of Louis Stanley Myers, be, and she is hereby declared to be the adopted child of Howard T. Chaney and Dorothy Dalton Chaney, his wife; and it is further ADJUDGED, ORDERED AND DECREED, by the authority aforesaid, that the name of the said infant child be hereby changed from Mary Lee Phelps to Sarah Jane Chaney, and it is further ORDERED that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin

Associate Judge.

Filed Jan. 19" 1942.

|                         |   |                          |
|-------------------------|---|--------------------------|
| Ex Parte, in the matter | : | No. 8292 Equity          |
| of the adoption of      | : | In The Circuit Court For |
| Raymond Stewart.        | : | Anne Arundel County.     |

Petition, Certificate, & Order of Court thereon. -- Filed Jany. 10" 1942.

To The Honorable, The Judge of Said Court:

The Petition of Joseph J. Stewart and Elizabeth A. Stewart, his wife, respectfully represent unto Your Honor, the follows:

FIRST: That your Petitioners are now and have been for the past nineteen years, residents of Anne Arundel County and own property in said County.

SECOND: That your Petitioners are the parents of Anita Elizabeth Stewart, who is now and since her birth making her home with your Petitioners.

THIRD: That Raymond Stewart is the son of Anita Elizabeth Stewart and was born on January 28th. 1931 to the said Anita Elizabeth Stewart.

FOURTH: That since birth, the said infant Raymond Stewart has resided with your Petitioners, and they, to a great extent, been cared for and attended to by your Petitioners and because of the great natural love and affection which your Petitioners bear to their said grandson, they now desire to adopt the said infant as their own child. Ex

FIFTH: That your petitioners are in a comfortable financial circumstances and will be able to support and maintain the said infant child.

SIXTH: That your Petitioners fully understand that the effect of the Decree of Adoption, if passed, in this case will be to entitle the aforesaid infant Raymond Stewart, to the same rights and protection, education and maintenance he would have if born to your Petitioners in lawful wedlock, and the adoption of the said infant, Raymond Stewart by your Petitioners as prayed in this petition will be for his own best interest and welfare.

SEVENTH: That the said adoption of said infant, as prayed for in this petition, is being made with the full knowledge, consent and approval of Anita Elizabeth Stewart, as evidenced by the said Anita Elizabeth Stewart's consent, which is attached hereto, filed herewith and prayed to be considered a part hereof.

EIGHTH: That Anita Elizabeth Stewart, natural mother of the infant child, and now an adult and the daughter of your Petitioners, joins in this petition for the purpose of evidencing her full knowledge, consent and approval of the adoption of her said infant child by her parents, Joseph J. Stewart and Elizabeth A. Stewart, and prays this Honorable Court to pass the Decree prayed for herein.

Wherefore, your petitioners file this petition under the provisions of the Public General Laws of Maryland, Article 16, Sections 76 to 80, inclusive, and respectfully pray:

A- That a Decree may be passed in the premises by this Honorable Court, declaring the said infant, Raymond Stewart to be the legally adopted child of your petitioners, Joseph J. Stewart and Elizabeth A. Stewart, his wife.

B- That your Petitioners may have such other and further relief as the nature of the case may require.

\_\_\_\_\_  
John R. Elly  
Petitioners' Solicitor.

Joseph J. Stewart  
Elizabeth A. Stewart  
Anita Elizabeth Stewart.

Baltimore City, State of Maryland, to wit:

This is to certify that before me, the subscriber, a notary public, in and for the City and State aforesaid, personally appeared Joseph J. Stewart, Elizabeth A. Stewart and Anita Elizabeth Stewart, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

Witness my hand and notarial seal.

January 9, 1942

(NOTARIAL SEAL)

Rebecca Roffe

Notary Public.

EX PARTE IN THE

No. 8292 Equity

MATTER OF THE ADOPTION OF

IN THE CIRCUIT COURT FOR

RAYMOND STEWART

ANNE ARUNDEL COUNTY.

To the Honorable, The Judge of Said Court:

The undersigned, Anita Elizabeth Stewart, mother of the infant child, Raymond Stewart, who is subject of these adoption proceedings, hereby certifies that she had read the foregoing petition for adoption, that she knows and understands the full meaning thereof, that she gives her full and unqualified consent to the said adoption by Joseph J. Stewart and Elizabeth A. Stewart, his wife, the child's maternal grandparents, and by the affidavit and signature of the said Anita Elizabeth Stewart hereto affixed, joins in the petition to this Honorable Court to grant the prayer for relief contained in the foregoing petition relating to the adoption of the said infant child, Raymond Stewart.

Anita Elizabeth Stewart.

Baltimore City, State of Maryland, to wit:

This is to certify that before me, the subscriber, a notary public, in and for the City and State aforesaid, personally appeared Anita Elizabeth Stewart, and made oath in due form of law that the above certificate and assent are true and bona fide and acknowledged the same to be her free and voluntary act.

Witness my hand and notarial seal.

January 9, 1942.

(NOTARIAL SEAL)

Rebecca Roffe,

Notary Public.

EX PARTE IN THE MATTER

No. 8292 Equity.

OF THE ADOPTION OF

In The Circuit Court For

RAYMOND STEWART.

Anne Arundel County.

ORDER

Upon the foregoing Petition, assents and certificate, it is this 10th day of January, 1942; by the Circuit Court for Anne Arundel County, Marland, ADJUDGED, ORDERED AND DECREED that Raymond Stewart be and he is hereby declared to be the legally adopted child of Joseph J. Stewart and Elizabeth A. Stewart, his wife, as prayed in said Petition.

Ridgely P. Melvin, Judge.

EX PARTE IN THE MATTER OF ROBERT : No. 8286 Equity  
MURRY MCCLINTOCK MRS. ROBERT MURRY : IN THE CIRCUIT COURT FOR  
LEATHERBURY AND MRS. LOWELL T. MORRIS : ANNE ARUNDEL COUNTY.

Mr. Clerk:

Please file  
Filed Dec. 23" 1941.

Linwood L. Clark  
Attorney for Petitioner

To The Honorable, The Judge Of Said Court: -

The Petition of Robert Murry McClintock, Mrs. Robert Murry Leatherbury and Mrs. Lowell Y. Morris, respectfully represent unto Your Honor.

1. Robert Murry McClintock and Mrs. Robert Murry Leatherbury have resided in Shady Side, Anne Arundel County, Maryland more than one year and Mrs. Lowell Y. Morris has resided in Salt Lake City, Utah more than one year prior to the filing of this petition.

2. That Mrs. Robert Murry Leatherbury and her daughter, Mrs. Lowell Y. Morris are adults, and that Robert Murry McClintock is a minor - 13 years of age.

3. That all three concur in this petition to have the surname of Robert Murry McClintock changed to Robert Murry Leatherbury in order that he should henceforth be known as Robert Murry Leatherbury. *cy*

That their reasons for desiring the change of name as aforesaid are that the father of Robert Murry McClintock deserted both his mother, who is now Mrs. Lowell Y. Morris, and Robert Murry ten years prior to this petition, That the aforesaid Mrs. Robert Murry Leatherbury, his grandmother, has had the complete bringing up of Robert Murry since that time, Further more, Robert Murry has never known his father, and is usually referred to by neighbors and friends as Robert Murry Leatherbury instead of Robert Murry McClintock

Therefore, Your Petitioners Pray:

(a) That an order be passed authorizing and directing that the name of Petitioner herein be changed from McClintock to Leatherbury.

(b) And for such other and further relief as the nature of this cause may require.

Witnesses: Annie M. Rogers

Minnie Virginia Leatherbury

Anne Latturner

Virginia Morris

Annie M. Rogers.

Robert Murry McClintock

State of Maryland County of Anne Arundel SS:

I HEREBY CERTIFY that on this 9th day of December, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally <sup>appeared</sup> Minnie Virginia (Mrs. Robert Murry) Leatherbury, widow, and acknowledged the foregoing to be her act.

As Witness my hand and notarial seal.

(NOTARIAL SEAL)

Annie M. Rogers  
Notary Public.

State of Maryland County of Anne Arundel SS:

I HEREBY CERTIFY that on this 9th day of December, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Murry McClintock, a minor, and acknowledged the foregoing to be his act.

(NOTARIAL SEAL)

Annie M. Rogers  
Notary Public.

State of Utah City of Salt Lake City SS:

I HEREBY CERTIFY that on this 15th day of December, 1941, before me, the subscriber, a Notary Public of the State of Utah, in and for the City aforesaid, personally appeared Virginia (Mrs. Lowell Y.) Morris, and acknowledged the foregoing to be her act.

(NOTARIAL SEAL)

Anne Lattuner  
Notary Public.

EX PARTE IN THE MATTER OF ROBERT MURRY

No. 8286 Equity

(MURRAY) MCCLINTOCK, MRS. ROBERT MURRY

IN THE CIRCUIT COURT FOR

(MURRAY) LEATHERBURY AND MRS. LOWELL Y. MORRIS.

ANNE ARUNDEL COUNTY.

Petition and Decree Changing Name -- Filed Dec. 23" 1941.

To The Honorable, The Judge of Said Court:

Your petitioners, by Linwood L. Clark, their attorney, respectfully represent:

1 - That the petition in this matter representing the name of Robert Murray McClintock as Robert Murry McClintock is in error, the correct christian or baptismal name being Robert Murray and not Robert Murry.

2 - The petitioner signing his name Robert Murry McClintock was informed that he had to sign his name as it appeared in the petition.

Wherefore, your petitioners respectfully pray that the name of Robert Murray McClintock be changed to Robert Murray Leatherbury.

And as in duty bound.

Linwood L. Clark

Attorney for Petitioners.

ORDER

Upon consideration of the petition for change of name and affidavit in the above entitled matter, it is this 23rd day of December, 1941, by the Circuit Court of Anne Arundel County, Maryland, adjudged, ordered and decreed that the name of Robert Murray McClintock of Shady Side, Anne Arundel County, Maryland, be and it is hereby changed from Robert Murray McClintock to Robert Murray Leatherbury, as is prayed in said petition, and that the said petitioners pay the costs of these proceedings to be taxed by the Clerk.

Ridgely P. Melvin,

Judge.